



# Business Entity Search

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## Entity Information

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

## Services and More Information

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

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

[File Annual Report](#)

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

[Adopting Assumed Name](#)

## Jones, Grant

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**From:** Connie Rivera <connie@cityescape.biz>  
**Sent:** Tuesday, December 17, 2024 10:13 AM  
**To:** Jones, Grant  
**Cc:** Becky Gonzalez-Ortiz; Rick Castle; Michael Elsen  
**Subject:** Comprehensive Landscape Maintenance

Caution! This message was sent from outside your organization.

[Block sender](#) | [Report](#)

Hello Grant,

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

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

Thank you very much.

Connie Rivera




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

*garden center & design studio*

# Databases, Tables & Calculators by Subject

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

Change Output Options:

From:  To:  

include graphs  include annual averages

[More Formatting Options](#) 

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

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

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

Download:  [.xlsx](#)

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

## 12-Month Percent Change

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

Download:  [.xlsx](#)

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

**Village of Oak Park  
Capital Improvement Fund Project Sheet  
2025 - 2029**

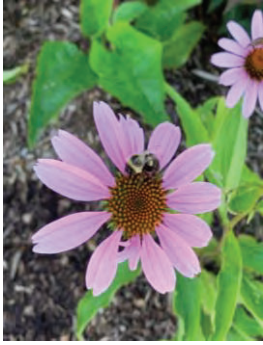
Project: Landscape Improvements

General Priority Code: D

General Category: Infrastructure Improvements

Climate Priority Code: Low

Climate Impact Area(s): Protect & Enhance Biodiversity, Prioritize Native Species Over Non-Native Species



**Description:**  
Work includes upgrading of the Village's landscaped areas. Sites will be selected each year based on their condition.

**Justification:**  
The Public Works Department maintains over 180 landscaped sites throughout the Village. This includes landscaped medians, cul-de-sacs, parking lots, business districts and traffic diverters. Current maintenance funding does not include the necessary funding to provide appropriate replacement and improvements. Additionally, Parking Services is proposing to contribute funds for landscape improvements in select Village parking lots and structures. Both native plants and plants that support pollinators are prioritized in all designs. This aligns with the Climate Ready OakPark plan to create habitat which supports pollinator biodiversity

**Current Status:**  
Recent landscape enhancements were made to the follow business districts: Harrison Arts District, East Chicago, South Marion, and Downtown Oak Park. Recent landscape enhancements were made to the following landscape areas, Chicago/Humphrey cul-de-sac, Wesley diverter, and Lot 24. Future landscape enhancements projects are planned for the business districts, South fire station, various parking lots, cul-de-sacs, and diverters.

Funding Sources	Account Number	Actuals		Budget	Amended Budget	Year End Estimate	Recommended Budget				
		FY 2022	FY 2023	FY 2024	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Main Capital Fund Revenues	Various	49,068	60,000	30,000	30,000	30,000	60,000	60,000	60,000	60,000	60,000
Parking Fund Operating Revenues	Various	-	-	-	-	-	15,000	15,000	15,000	15,000	15,000
<b>Total:</b>		-	-	-	-	-	75,000	75,000	75,000	75,000	75,000
<b>Expenditures</b>											
Landscape Improvements	3095.43780.101.570963	49,068	60,000	30,000	30,000	30,000	60,000	60,000	60,000	60,000	60,000
Landscape Improvements - Parking	5060.43770.787.570707	-	-	-	-	-	15,000	15,000	15,000	15,000	15,000
<b>Total:</b>		49,068	60,000	30,000	30,000	30,000	75,000	75,000	75,000	75,000	75,000



## Agenda Item Summary

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**File #:** RES 24-007, **Version:** 1

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### **Submitted By**

Rob Sproule, Public Works Director

### **Reviewed By**

A.M. Zayyad, Deputy Village Manager

### **Agenda Item Title**

**A Resolution Approving a Renewal of the Independent Contractor Agreement with CityEscape Garden & Design LLC for Village Wide Landscape Maintenance Services in 2024 in an Amount Not to Exceed \$190,000.00 and Authorizing its Execution**

### **Overview**

Public Works is responsible for maintaining the landscape on approximately 180 sites and multiple business districts throughout the Village. This Independent Contractor Agreement covers the regular and business district landscape maintenance program in 2024. Village Staff proposes to renew the existing agreement with CityEscape Garden & Design LLC, of Chicago, IL. This is the first of two optional annual renewals included in the original agreement.

### **Recommendation**

Adopt the Resolution.

### **Background**

The Village maintains the landscape on approximately 180 village-owned sites and in multiple business districts throughout 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.

The landscape maintenance work begins with a cleanup of the sites in March with monthly maintenance to follow until the end of November. Maintenance includes mowing/trimming, fertilization, weed control, and shrub maintenance in turf areas and planter bed areas, litter pick-up, tree pit and sidewalk weeding, and a fall clean-up. Work also includes restoring private property landscape violations as determined by the Development Services Department and various fence repairs at planter bed areas. The contract requires the use of battery-powered leaf blowers, string trimmers, and other handheld landscape equipment at all times.

In 2024, work will also include improving various landscape areas that need replacement due to age. Areas identified to be improved include: various locations in the business districts, various Village-owned parking lots, cul-de-sacs, and diverters. Landscape improvements include adding plants featuring native materials that support pollinator insects.

City Escape Garden & Design LLC successfully completed this work in 2023. They are a quality contractor who provides excellent service.

Village staff proposes to exercise the first of the two possible renewals outlined in the original contract for 2024.

### **Fiscal Impact**

The Fiscal Year 2024 General Fund Budget provides a total of \$305,000.00 for landscape maintenance and \$5,000.00 for private property landscape violation repairs within account # 1001-43800-101-530667 (Public Works, Forestry, External Support). The remaining budgeted funds for landscape maintenance will be split between the Seasonal Landscape Container program (\$112,000.00) and a landscape agreement with Downtown Oak Park (\$37,166.12)

In addition, the Fiscal Year 2024 Main Capital Improvement Fund Budget provides a total of \$30,000.00 for various landscape improvements and plant materials replacement within account # 3095-43780-101-570963 (Public Works, Capital Projects, Landscape Improvements). The funds will be evenly split between projects in regular and Business District landscape areas.

The proposed not to exceed the amount of this contract is comprised of \$160,000.00 from the General fund and \$30,000.00 from the Capital Improvement fund for a total of \$190,000.00.

### **DEI Impact**

N/A

### **Alternatives**

The Village Board can delay action to gain additional information.

### **Previous Board Action**

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

### **Citizen Advisory Commission Action**

N/A

### **Anticipated Future Actions/Commitments**

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

### **Intergovernmental Cooperation Opportunities**

N/A

# ORIGINAL

**RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH CITYESCAPE GARDEN & DESIGN LLC FOR VILLAGE WIDE LANDSCAPE MAINTENANCES SERVICES IN 2024  
IN AN AMOUNT NOT TO EXCEED \$190,000.00**

**THIS RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter referred to as the “Renewal”) between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and CityEscape Garden & Design LLC, an Illinois limited liability corporation (hereinafter referred to as 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 6, 2023 (hereinafter referred to as the “Agreement”); and

**WHEREAS**, the Parties seek to renew the Agreement pursuant to the terms of the Agreement in an amount not to exceed \$190,000.00.

**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 for an additional one (1) year term from the date of execution of this renewal and ending on December 31, 2024.
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 January 1, 2024.

**[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

  
By: Kevin J. Jackson  
Its: Village Manager


Dated: January 20, 2024

ATTEST

  
By: Christina M. Waters  
Its: Village Clerk


Dated: Jan. 29, 2024

CITYSCAPE GARDEN & DESIGN LLC

  
By: Connie Rivera  
Its: Managing Member

Dated: February 5, 2024

ATTEST

  
By: Becky Ortiz  
Its: Accounting Manager

Dated: 2/5/, 2024

REVIEWED AND APPROVAL  
AS TO FORM  
  
JAN 23 2024  
LAW DEPARTMENT



# ORIGINAL

## RESOLUTION

**A RESOLUTION APPROVING A RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH CITYESCAPE GARDEN & DESIGN LLC FOR VILLAGE WIDE LANDSCAPE MAINTENANCE SERVICES IN 2024 IN AMOUNT NOT TO EXCEED \$190,000.00 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 for Village wide landscape maintenance services in 2024 is approved in an amount not to exceed \$190,000.00 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 23<sup>rd</sup> day of January, 2024, pursuant to a roll call vote as follows:

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

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

  
\_\_\_\_\_  
Vicki Scaman, Village President

**ATTEST**

  
\_\_\_\_\_  
Christina M. Waters, Village Clerk

# THE CINCINNATI INSURANCE COMPANY

## Performance Bond

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

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

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

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

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

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

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

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

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

### CONSTRUCTION CONTRACT

Date: February 6, 2024

Amount: \$190,000

Description (Name and location):

Village Wide Landscape Maintenance Services in 2024

### BOND

Date (Not earlier than Construction Contract Date): February 6, 2024

Amount: \$50,000

Modifications to this Bond:

None

See Section 16

### CONTRACTOR AS PRINCIPAL

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

Signature: Connie Rivere

Name and Title: Connie Rivere  
Managing Member

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

(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT or BROKER:**

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

### SURETY

Company: (Corporate Seal)  
THE CINCINNATI INSURANCE COMPANY

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



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

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

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

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

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

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

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

5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

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

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

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

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

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

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

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

#### 14 Definitions

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR AS PRINCIPAL**

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

Signature: Connie Revere

Name and Title:

Address:

**SURETY**

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

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

Name and Title:

Jennifer Angell, Attorney-in-Fact

Address:

333 IL Route 83 Suite 200, Mundelein, IL 60060



# THE 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

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### CONSTRUCTION CONTRACT

Date: February 6, 2024

Amount: \$190,000

Description (Name and location):

Village Wide Landscape Maintenance Services in 2024

### BOND

Date (Not earlier than Construction Contract Date): February 6, 2024

Amount: \$50,000

Modifications to this Bond:

None

See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
City Escape Garden & Design

Signature: *Connie Rivera*

Name and Title: *Connie Rivera*  
*Managing Member*

### SURETY

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

Signature: *Jennifer Angell*

Name and Title: Jennifer Angell, 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 (847)393-7922, 333 IL Route 83 Suite 200, Mundelein IL 60060

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 16 Definitions

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

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

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

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



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

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

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

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

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

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

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

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

**CONTRACTOR AS PRINCIPAL**

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

City Escape Garden & Design LLC

Signature: Connie Rivere

Name and Title:

Address:

**SURETY**

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

Cincinnati Insurance Company

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

Name and Title:

Jennifer Angell, Attorney-in-Fact

Address:

333 IL Route 83 Suite 200, Mundelein, IL 60060



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

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

**Page 8**

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

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

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

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

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

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

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

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



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Wiest*

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



*Keith Collétt*

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

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

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

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



*Ed H.*



## CERTIFICATE OF LIABILITY INSURANCE

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

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(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).

<b>PRODUCER</b> Oaklane Insurance Agency 333 E. Route 83, Suite 200 Mundelein, IL 60060 John Brandl, CIC	847-393-7922		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 847-393-7922		FAX (A/C, No): 847-393-7798
	<b>E-MAIL ADDRESS:</b>				
<b>INSURED</b> City Escape Garden & Design LLC CGD Properties LLC 3022 West Lake St Chicago, IL 60612	<b>INSURER(S) AFFORDING COVERAGE</b>				<b>NAIC #</b>
	<b>INSURER A :</b> Secura Insurance, A Mutual				22543
	<b>INSURER B :</b> WESTCHESTER				
	<b>INSURER C :</b> Cincinnati Insurance Company				10677
	<b>INSURER D :</b>				
	<b>INSURER E :</b>				
<b>INSURER F :</b>					

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

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

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

## CERTIFICATE HOLDER

VILLAGO

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

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Office of the Secretary of State  
ilsos.gov

# Business Entity Search

## Entity Information

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

## Services and More Information

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

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

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

[Adopting Assumed Name](#)

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

**Village of Oak Park  
Capital Improvement Fund Project Sheet  
2024 - 2028**

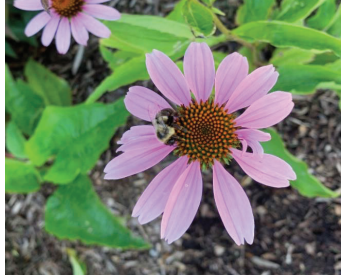
Project: Landscape Improvements

General Priority Code: D

Climate Priority Code: Low

General Category: Infrastructure Improvements

Impact Area(s): Protect & Enhance Biodiversity, Prioritize Native Species Over Non-Native Species



Work includes upgrading of the Village's landscaped areas. Sites will be selected each year based on their condition.

The Public Works Department maintains over 180 landscaped sites throughout the Village. This includes landscaped medians, cul-de-sacs, parking lots, business districts and traffic diverters. Current maintenance funding does not include the necessary funding to provide appropriate replacement and improvements. Both native plants and plants that support pollinators are prioritized in design. This aligns with the Climate Ready Oak Park plan to create habitat which supports pollinator biodiversity (NN04), promote sustainable landscaping practices (PE02), and avoid planting invasive plant species (PE06).

Recent landscape enhancements were made to the follow business districts: Harrison Arts District, East Chicago, South Marion, East Lake, and Downtown Oak Park. Recent landscape enhancements were made to the following landscape areas, Jackson Boulevard, Chicago cul-de-sac, Public Works Center Rain Garden, and Le Moyne cul-de-sac. Future landscape enhancements projects include the diverters and cul-de-sacs, continued business district improvements, and the Harlem/290 landscape bed. Work in 2021 was suspended due to the COVID-19 pandemic.

Funding Sources	Account Number	Actuals		Amended Budget		Year End Estimate			Recommended Budget			
		FY 2021	FY 2022	FY 2023	FY 2023	FY 2023	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Main Capital Fund Revenues	Various	-	49,068	60,000	60,000	60,000	60,000	30,000	60,000	60,000	60,000	60,000
<b>Total:</b>		-	49,068	60,000	60,000	60,000	60,000	30,000	60,000	60,000	60,000	60,000
Expenditures												
Construction	3095.43780.101.570963	-	49,068	60,000	60,000	60,000	60,000	30,000	60,000	60,000	60,000	60,000
<b>Total:</b>		-	49,068	60,000	60,000	60,000	60,000	30,000	60,000	60,000	60,000	60,000



GI - Max Price increased  
based on CPI is  
3.91%

November 3, 2023

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

Re: Contract Renewal and Price Adjustment  
Village of Oak Park 2023 Comprehensive Landscape Maintenance –  
Contract 1: Village Wide Regular Maintenance  
Contract 2: Business District Maintenance  
Bid Number 22-131

Dear Grant:

City Escape Garden & Design, LLC requests renewal of both the Village Wide Regular Maintenance Contract and the Business District Maintenance Contract between our company and the Village of Oak Park. This would represent the first of 2 possible renewal options.

Pursuant to SECTION XIII, Item 5 RATE ADJUSTMENT of the above-referenced contracts, City Escape also requests a 5% price increase for the 2024 contract renewal season. This price adjustment is based upon the percentage of change in the CPI and percent change in the Employment Cost Index. Attached please find data reflecting the proposed price increase.

Your consideration of this request is appreciated.

Sincerely,

Connie Rivera  
City Escape Garden & Design

CC: Robert Sproule, Public Works Director



# Databases, Tables & Calculators by Subject

Change Output Options: From: 2013 To: 2023

include graphs  include annual averages

[More Formatting Options](#)

Data extracted on: November 3, 2023 (11:34:33 AM)

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

Series Id: CWUR0000SA0  
 Not Seasonally Adjusted  
 Series Title: All items in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted  
 Area: U.S. city average  
 Item: All items  
 Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	228.812	229.837
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.639	232.902
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.167	232.453
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	232.901	235.251
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	237.974	240.128
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786	244.157	246.136
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452	248.012	250.432
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826	254.081	250.794	253.703
2021	255.296	256.843	258.935	261.237	263.612	266.412	267.789	268.387	269.086	271.552	273.042	273.925	260.389	270.630
2022	276.296	278.943	283.176	284.575	288.022	292.542	292.219	291.629	291.854	293.003	292.495	291.051	283.926	292.042
2023	293.565	295.057	296.021	297.730	298.382	299.394	299.899	301.551	302.257				296.692	

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-5200 Telecommunications Relay Service: 7-1-1 [www.bls.gov](http://www.bls.gov) [Contact Us](#)





## Economic News Release

### Employment Cost Index Summary

Transmission of material in this release is embargoed until  
8:30 a.m. (ET) Tuesday, October 31, 2023

USDL-23-2314

Technical information: (202) 691-6199 • [ncsinfo@bls.gov](mailto:ncsinfo@bls.gov) • [www.bls.gov/eci](http://www.bls.gov/eci)  
Media contact: (202) 691-5902 • [pressoffice@bls.gov](mailto:pressoffice@bls.gov)

#### EMPLOYMENT COST INDEX - SEPTEMBER 2023

Compensation costs for civilian workers increased 1.1 percent, seasonally adjusted, for the 3-month period ending in September 2023, the U.S. Bureau of Labor Statistics reported today. Wages and salaries increased 1.2 percent and benefit costs increased 0.9 percent from June 2023. (See tables A, 1, 2, and 3.)

Compensation costs for civilian workers increased 4.3 percent for the 12-month period ending in September 2023 and increased 5.0 percent in September 2022. Wages and salaries increased 4.6 percent for the 12-month period ending in September 2023 and increased 5.1 percent for the 12-month period ending in September 2022. Benefit costs increased 4.1 percent over the year and increased 4.9 percent for the 12-month period ending in September 2022. (See tables A, 4, 8, and 12.)

Compensation costs for private industry workers increased 4.3 percent over the year. In September 2022, the increase was 5.2 percent. Wages and salaries increased 4.5 percent for the 12-month period ending in September 2023 and increased 5.2 percent in September 2022. The cost of benefits increased 3.9 percent for the 12-month period ending in September 2023 and increased 5.0 percent in September 2022. Inflation-adjusted (constant dollar) compensation costs for private industry increased 0.6 percent for the 12-month period ending in September 2023. Inflation-adjusted wages and salaries increased 0.8 percent for the 12 months ending September 2023. Inflation-adjusted benefit costs in the private sector increased 0.2 percent over that same period. (See tables A, 5, 9, and 12.)

Among private industry occupational groups, compensation cost increases for the 12-month period ending in September 2023 ranged from 3.9 percent for production, transportation, and material moving occupations to 4.5 percent for service occupations. Within industry supersectors, compensation cost increases ranged from 3.7 percent for manufacturing to 4.9 percent for both education and health services and for other services, except public administration. (See table 5.)

Compensation costs for state and local government workers increased 4.8 percent for the 12-month period ending in September 2023, compared with an increase of 4.6 percent in September 2022. Wages and salaries increased 4.8 percent for the 12-month period ending in September 2023 and increased 4.4 percent a year ago. Benefit costs increased 4.7 percent for the 12-month period ending in September 2023. The prior year increase was 5.0 percent. (See tables A, 7, 11, and 12.)



# Databases, Tables & Calculators by Subject

Change Output Options: From: 2013 ▼ To: 2023 ▼

[Special Notices](#) 12/05/2023

include graphs  include annual averages

[More Formatting Options](#)

Data extracted on: December 7, 2023 (2:36:31 PM)

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

Series Id: CWURS23ASA0

Not Seasonally Adjusted

Series Title: All items in Chicago-Naperville-Elgin, IL-IN-WI, urban wage earners and clerical workers, not seasonally adjusted

Area: Chicago-Naperville-Elgin, IL-IN-WI

Item: All items

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
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	251.201	251.935	252.961	246.445	242.441	250.449
2022	255.254	257.086	261.303	262.064	267.450	271.652	271.059	270.486	270.384	270.626	269.083	266.022	266.039	262.468	269.610
2023	268.216	269.343	271.585	273.607	274.465	274.975	274.883	275.546	275.642	276.187				272.032	

## 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
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	2.2	2.0	1.6	1.2	1.8	1.7	1.9	1.9
2015	-0.3	-0.8	-1.2	-1.6	-1.1	-1.2	-1.0	-0.5	-1.1	-0.7	-0.4	-0.4	-0.9	-1.0	-0.7
2016	0.5	0.1	-0.3	0.1	0.0	0.2	-0.4	-0.6	0.3	0.5	1.2	1.8	0.3	0.1	0.5
2017	2.1	2.5	1.9	1.7	1.5	1.0	1.8	1.9	1.9	1.3	1.9	1.5	1.7	1.8	1.7
2018	1.6	1.6	1.7	2.1	2.5	2.5	2.2	2.0	1.9	2.4	0.9	0.8	1.9	2.0	1.7
2019	0.6	1.4	1.7	0.9	1.2	0.9	1.6	1.6	1.3	1.7	2.2	2.4	1.5	1.1	1.8
2020	2.8	2.1	1.1	0.0	0.1	1.0	1.0	1.1	1.5	1.1	1.0	1.1	1.2	1.2	1.1
2021	0.9	1.5	2.8	5.2	5.2	5.4	5.5	5.2	5.0	5.9	6.6	7.1	4.7	3.5	5.9
2022	7.4	7.5	8.5	7.6	8.7	9.7	9.0	8.8	8.4	7.7	6.8	5.2	8.0	8.3	7.7
2023	5.1	4.8	3.9	4.4	2.6	1.2	1.4	1.9	1.9	2.1				3.6	

12 mo avg is  
3.91%



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 23-49 **Name:**  
**Type:** Resolution **Status:** Consent Agenda  
**On agenda:** 2/6/2023 **In control:** President and Board of Trustees  
**Final action:**  
**Title:** A Resolution Approving an Independent Contractor Agreement with CityEscape Garden & Design LLC for Village Wide Landscape Maintenance Services in an Amount Not to Exceed \$208,000.00 for a One-Year Term with an Option to Renew for Two Additional One-Year Terms and Authorizing its Execution  
**Attachments:** [1. Resolution - 2023 Landscape Maintenance - CityEscape](#), [2. Independent Contractor Agreement - 2023 Landscape Maintenance - CityEscape](#), [3. Attachments - 2023 Landscape Maintenance - CityEscape - Contract Documents](#)

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

**Submitted By**  
Rob Sproule, Public Works Director

**Reviewed By**  
A.M. Zayyad

#### Agenda Item Title

**A Resolution Approving an Independent Contractor Agreement with CityEscape Garden & Design LLC for Village Wide Landscape Maintenance Services in an Amount Not to Exceed \$208,000.00 for a One-Year Term with an Option to Renew for Two Additional One-Year Terms and Authorizing its Execution**

#### Overview

In October of 2022 Village staff requested bids for two separate landscaping contracts under a "Comprehensive Landscaping Bid". Both of the contracts, Regular Landscape Maintenance and Business District Landscape Maintenance programs for 2023 are proposed to be combined and awarded to the low responsive bidder for both, CityEscape Garden & Design LLC.

#### Recommendation

Adopt the Resolution.

#### Background

The Village maintains the landscaping on approximately 180 village-owned sites and in multiple business districts 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.

These contracts were bid in October 2022. New contracts include language requiring the use of battery-powered leaf blowers, string trimmers, and other handheld landscape equipment.

The Landscape maintenance work begins with a cleanup of the sites in March with monthly maintenance to follow until November 30th. Maintenance includes mowing/trimming, fertilization, weed control, and shrub maintenance in turf areas and planter bed areas litter pick-up, tree pit and sidewalk weeding, and a fall clean-up. Work also includes restoring private property landscape violations as determined by the Development Customer Services Department and various fence repairs of planter bed areas.

In 2023 work will also include improving various landscape areas that need replacement due to age. Areas identified to be improved include various locations in the business districts, the medians along the east end of Jackson Blvd, and the Harlem and I-290 planter beds. Funds for this work come from the Regular Landscape Maintenance and Capital Improvements Fund. Landscape improvements include adding plants that include native materials and support pollinator insects.

City Escape Garden and Design LLC is the low responsive bidder for this work. They have completed this work for the Village in the past. They are a quality contractor who provides excellent service.

This agreement includes the possibility of two optional one-year renewals

**Fiscal Impact**

The Fiscal Year 2023 Budget, General Fund, External Support account no. 1001-43800-101-530667 provides a total of \$290,000.00 for Landscape Maintenance and \$5,000.00 for Private Property Landscape Violation Repairs. Two other agenda items will address the remaining budgeted landscape maintenance funds for the seasonal container program (\$111,000.00) and the landscape maintenance in the downtown Oak Park business district (\$35,626.00).

In addition, the Fiscal Year 2023 budget provides a total of \$60,000.00 for various landscape improvements and plant materials replacement in the Capital Improvement Fund, Landscape Improvement account no. 3095-43780-101-570963. The Capital Improvement funds will be evenly split between projects in Regular and Business District landscape areas.

The proposed not to exceed amount of this contract is \$148,000.00 from the General fund and \$60,000.00 from the Capital Improvement fund for a total of \$208,000.00.

**DEI Impact**

N/A.

**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.

**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**

N/A.

# ORIGINAL

## RESOLUTION

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH CITYESCAPE GARDEN & DESIGN LLC FOR VILLAGE WIDE LANDSCAPE MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED \$208,000.00 FOR A ONE-YEAR TERM WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS AND AUTHORIZING ITS EXECUTION**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") with CityEscape Garden & Design, LLC for Village wide landscape maintenance services is approved in for an amount not to exceed \$208,000.00 for a one-year term with an option to renew for two additional one-year terms 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 6<sup>th</sup> day of February, 2023, pursuant to a roll call vote as follows:

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

APPROVED this 6<sup>th</sup> day of February, 2023.

  
Vicki Scaman, Village President

ATTEST

  
Christina M. Waters, Village Clerk

# ORIGINAL



## INDEPENDENT CONTRACTOR AGREEMENT

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter referred to as the "Contract" or "Agreement") is entered into on this 6 day of February, 2023, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and CityEscape Garden & Design LLC, an Illinois limited liability company (hereinafter referred to as the "Contractor").

### RECITALS

**WHEREAS**, Contractor submitted a Bid dated October 18, 2022 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 5, 2022, 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 Bid in an amount not to exceed \$208,000.00 ("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. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site.

### **3. DESIGNATED REPRESENTATIVES**

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

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

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

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and shall expire on December 31, 2023. The Village has the right to renew this Contract for two (2) additional one (1) year terms with all terms and conditions, other than the Contract Price, remaining the same.

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

1. The Contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the most currently available 12-month period of the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).
2. Notwithstanding anything contained in this Agreement to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for Work provided under this Agreement in any year.
3. Any applicable adjustment shall take effect on January 1st.

## **5. PAYMENT SCHEDULE**

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

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

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

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

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

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

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

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

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

(F) In addition to the above, in the event the Contractor fails to complete the Project on or before said date or any portion of the Work for the Project required by this Agreement, 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 or any portion of the Work required by this Agreement is not completed on time.

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

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

## **9. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (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.

## 10. INSURANCE

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

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

### (A) Commercial General Liability:

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

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

**(B) Workers' Compensation:**

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

**11. GUARANTY**

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

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

**12. AFFIDAVIT OR CERTIFICATE**

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

**13. NOTICES**

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by 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 Street  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**To the Contractor:**

Connie Rivera  
CityEscape Garden and Design, LLC  
3022 W. Lake Street  
Chicago, IL 60612  
Email: [connie@cityescape.biz](mailto:connie@cityescape.biz)

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

**14. AUTHORITY TO EXECUTE**

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

**15. EFFECTIVE DATE**

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

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

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

**17. INDEPENDENT CONTRACTOR**

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

**18. CONTRACT BOND**

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount of fifty thousand (\$50,000.00) 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.

**19. GOVERNING LAW AND VENUE**

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

**20. AMENDMENTS AND MODIFICATIONS**

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

**21. NON-WAIVER OF RIGHTS**

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

**22. CONFLICT**

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

**23. HEADINGS AND TITLES**

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

**24. COOPERATION OF THE PARTIES**

The Village and 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.

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

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

**26. CERTIFIED PAYROLL**

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

**27. LIVING WAGE/MINIMUM WAGE**

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

**28. EQUAL OPPORTUNITY EMPLOYER**

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

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



underutilization. The Contractor shall comply with all requirements of Chapter 13 (“Human Rights”) of the Oak Park Village Code.

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

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

## **29. STANDARD OF CARE**

The Contractor shall endeavor to perform the Work 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.

The Contractor shall ensure that the Work is provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, 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 & DESIGN LLC

  
By: Kevin J. Jackson  
Its: Village Manager

  
By: Connie Rivera  
Its: managing member


Date: February 7, 2023

Date: 2/23, 2023

ATTEST

ATTEST

  
By: Christina M. Waters  
Its: Village Clerk

  
By: Betsy Ott  
Its: Accounting Mgr

Date: 2/10, 2023

Date: 2/23, 2023

**REVIEWED AND APPROVED  
AS TO FORM**  
  
**FEB 07 2023**  
**LAW DEPARTMENT**



Office of the Secretary of State Jesse White

ilsos.gov

## Corporation/LLC Search/Certificate of Good Standing

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### 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

2023

Filing Date

00/00/0000

## 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](#)

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[File Annual Report](#)

[Adopting Assumed Name](#)

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

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

(One Certificate per Transaction)

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Mon Dec 19 2022

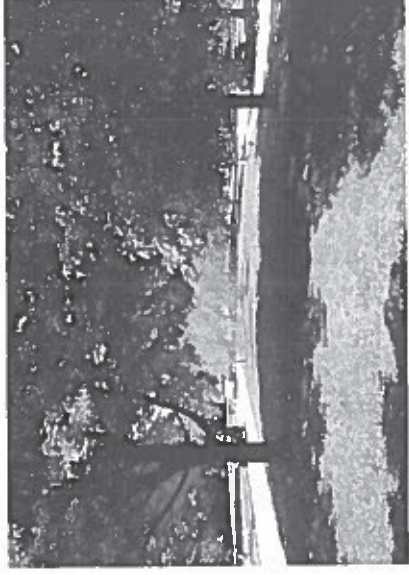
VALLEY OF GOLF PARK  
 10318 Business District Landscape Maintenance Bid Summary

District	Altoz				Dixie Landscapes				Granite Chimney				Landscapes Concepts				Madison Landscapes			
	Spring Clean Up	Fall Clean Up	Total per Month	Total per Year	Spring Clean Up	Fall Clean Up	Total per Month	Total per Year	Spring Clean Up	Fall Clean Up	Total per Month	Total per Year	Spring Clean Up	Fall Clean Up	Total per Month	Total per Year	Spring Clean Up	Fall Clean Up	Total per Month	Total per Year
Business District	\$715.00	\$715.00	\$1,430.00	\$1,430.00	\$400.00	\$400.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00
1 North Ave	\$1,430.00	\$1,430.00	\$2,860.00	\$2,860.00	\$800.00	\$800.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00
2 Cherokee Ave	\$1,430.00	\$1,430.00	\$2,860.00	\$2,860.00	\$800.00	\$800.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00
3 Cherokee Ave	\$1,430.00	\$1,430.00	\$2,860.00	\$2,860.00	\$800.00	\$800.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00
4 Lake St East	\$1,430.00	\$1,430.00	\$2,860.00	\$2,860.00	\$800.00	\$800.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00
5 Hawthornway District	\$560.00	\$560.00	\$1,120.00	\$1,120.00	\$400.00	\$400.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00
6 South Marion	\$560.00	\$560.00	\$1,120.00	\$1,120.00	\$400.00	\$400.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00
7 Magnolia St	\$1,430.00	\$1,430.00	\$2,860.00	\$2,860.00	\$800.00	\$800.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00
8 Arts District	\$1,430.00	\$1,430.00	\$2,860.00	\$2,860.00	\$800.00	\$800.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00
9 South Town	\$1,430.00	\$1,430.00	\$2,860.00	\$2,860.00	\$800.00	\$800.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00
10 Roosevelt	\$1,430.00	\$1,430.00	\$2,860.00	\$2,860.00	\$800.00	\$800.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00
11 Downtown Oak Park	\$1,430.00	\$1,430.00	\$2,860.00	\$2,860.00	\$800.00	\$800.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00	\$1,795.00	\$1,795.00	\$3,590.00	\$3,590.00
Total per Year	\$14,300.00	\$14,300.00	\$28,600.00	\$28,600.00	\$8,000.00	\$8,000.00	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$17,950.00	\$17,950.00	\$35,900.00	\$35,900.00	\$17,950.00	\$17,950.00	\$35,900.00	\$35,900.00



Village of Oak Park  
Capital Improvement Fund Project Sheet  
2023 - 2027

Project: Landscape Improvements Priority Code: D Category: Infrastructure Improvements



Description:

Work includes upgrading of the Village's landscaped areas. Sites will be selected each year based on their condition.

Justification:

The Public Works Department maintains over 180 landscaped sites throughout the Village. This includes landscaped medians, cul-de-sacs, parking lots, business districts and traffic diverters. Current maintenance funding does not include the necessary funding to provide appropriate replacement and improvements.

Current Status:

Recent improvements included landscape enhancements in the Harrison Arts District, Downtown Oak Park, and Chicago and Austin Business Districts, Jackson Boulevard median, and Public Works Center rain garden. Future landscape enhancements projects include the diverters and cul-du-sacs, continued business district improvements, and the Jackson Boulevard median. Whenever appropriate, plants that support pollinators are incorporated into the design. Work in 2020 and in 2021 was suspended due to the COVID-19 pandemic.

Funding Sources	Account Number	Actuals		Amended Budget		Year End Estimate					Recommended Budget				
		FY 2020	FY 2021	FY 2022	FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2024	FY 2025	FY 2026	
Main Capital Fund Revenues	Various	-	-	50,000	50,000	50,000	50,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Total:		-	-	50,000	50,000	50,000	50,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Total:		-	-	50,000	50,000	50,000	50,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000



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

**Village of Oak Park 2023 Comprehensive Landscape Maintenance**  
**Bid Number: 22-131**  
**Issuance Date: 10/5/2022**

The Village of Oak Park will receive Bids from qualified contractors to preform landscape maintenance during the calendar year 2023 pursuant to this Request for Bids. This Bid covers two (2) separate contracts available with the Village of Oak Park. Bidders are welcome to bid on any and all of the contracts available. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 3:00 p.m. on Wednesday October 19, 2022. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

A mandatory pre-bid meeting shall be held on Tuesday October 11 at 2 p.m. at the Public Works Center. Proposals received from bidders who do not send a representative to the pre-bid meeting shall not be considered.

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

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

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

**Submission of Bids**

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a sealed envelope marked "BID: 22-131 Comprehensive Landscape Maintenance", shall bear the return address of the bidder, and shall be addressed as follows:

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

In responding to this Request for Bids the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification.

**BID FOR:**  
**Village of Oak Park 2023 Comprehensive Landscape Maintenance**  
**SECTION II**  
**BID INSTRUCTIONS, TERMS AND CONDITIONS**

**Preparation and Submission of Bid:**

All Bids must be delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

**Bid Bond**

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

**Contract Term**

The initial contract term shall be from the date of award to December 31, 2023. 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 Bidder shall begin performing the services within fourteen (14) days of a notice to proceed from the Forestry Superintendent or his designee.

**Contract Renewal**

The Village will have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal.

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

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

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

Any applicable adjustment shall take effect on January 1st.

**Notice to Proceed**

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

**Recertification**

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

**Award of Agreement**

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

**Costs of Preparation**

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

**Taxes not Applicable**

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

**Withdrawal of Bids:**

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

**Investigation of Contractors**

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and

financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

**Rejection of Contractor**

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

**Conditions**

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

**Compliance with Applicable Laws**

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

**Governing Law**

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

**Subletting of Agreement**

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

**Interpretation of Agreement Documents:**

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

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**Minority Business and Women Business Enterprise Requirements**

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal

Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

**Licenses**

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

**Agreement**

The selected bidder shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XIII for a sample copy of the agreement.

**Contract Bond**

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

**Fees and Cost**

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

**Dispute Resolution**

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

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

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

**Living Wage/Minimum Wage**

See Section XIII – Agreement.

**Hold Harmless**

See Section XIII - Agreement.

**Insurance**

See Section XIII - Agreement.

**Termination of Agreement**

See Section XIII - Agreement.

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

**Scope of Work**

The Village is seeking Bids from qualified contractors for the landscape maintenance of various areas within the Village of Oak Park. Two (2) separate contracts will be awarded through this bid: 1) Regular Landscape Maintenance and 2) Business District Maintenance. Additional "Add On / On Demand" items are included with each contract and are required to be bid on. Work will be assigned by the Village as necessary. Particular emphasis will be placed on high standards of quality and professionalism, including weed control, litter control, planting bed maintenance, mechanical edging, etc. All sites must be visited weekly throughout the life of the contract. The successful bidder will have on staff a State of Illinois licensed Pesticide Applicator and licensed Pesticide Operators as needed. Contractors that bid multiple contracts must prove their ability to service the multiple contracts at the same time.

**Responsibility of Contractor**

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

**Extent of Services**

Contract season is weather dependent but expected to run from March 15<sup>th</sup> through November 30<sup>th</sup> (8.5 months). The Village reserves the right to award the contract to the lowest responsible bidder.

**Detail Specifications: All Contracts**

**1. Location of Landscape Maintenance Work**

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

**2. Commencement of Work**

For the Regular Landscape and Business District Contracts, the bidder shall commence "Spring Clean-up" work as early as weather allows on or after March 15<sup>th</sup> with monthly maintenance to begin on April 1<sup>st</sup>. Work in all areas will then continue through the contract season until November 30<sup>th</sup> unless the Forestry Supervisor or the Superintendent grants an extension or identifies an early termination date.

### **3. Reporting**

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

### **4. Property Damage**

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

### **5. Idling of Equipment**

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

### **6. Electric Handheld Equipment**

The Village confirms its commitment to reduced greenhouse gas emissions and affirmation of the Climate Ready Oak Park Climate Action Plan. The contractor shall use battery-powered equipment for any and all landscape maintenance work proposing the use of handheld or backpack based mechanical equipment. The use of combustion engine-based leaf blowers, string trimmers, and any other powered handheld or backpack-based landscape equipment will not be permitted.

The Village supports the use of alternative fuel or battery-powered mowing equipment or vehicles and may, all other things being equal, give preference to a bidder who proposed the use of that equipment as part of their bid.

### **7. Periodic Inspection**

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

### **8. Obstruction of Streets and Rights-of-Way**

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

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

**9. Accident Prevention**

The bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Forestry Superintendent or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Forestry Superintendent, or authorized representative, to discontinue such practice.

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

**10. Motorized Equipment**

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

**11. Parking**

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

**12. Traffic Control Plan**

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

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

The governing factor in the execution and staging of work for their contract is to provide the motoring public with the safest possible travel conditions near the work



zone. The bidder shall arrange their operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

**13. Pedestrian Traffic Control**

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

**Detailed Specifications: Regular Landscape Maintenance**

The Village of Oak Park owns and is responsible for maintaining properties across the village. These sites include building properties, medians, parking lots, cul-de-sacs, and traffic diverters. Payment will be made on a monthly per square yard price. Pricing will be divided based on Turf Maintenance or Planter Bed Maintenance. There will be an additional Spring Clean-up and Fall-Clean up price as well. All other work will be considered incidental to the monthly maintenance cost.

**1. Turf Site Maintenance**

**a. Spring Cleanup**

Remove all accumulated winter debris and leaves from turf, bed, sidewalks, curb, and parking lot areas. All turf areas must be edged to define borders and prevent grass and weed encroachment. All trees located on Village properties other than parkways, must be mulched with a mulch ring extending two feet (2') out from around the trunk. Mulch cannot be piled up around the trunk of the tree. New mulch areas must be four inches (4") deep, existing mulch areas must be refreshed with two inches (2"). Mulch must be premium double processed hardwood bark mulch natural in color. Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark, not to exceed two (2) inches in its largest dimension and free of foreign matter, sticks, stones and clods. All hardwood bark mulch shall be processed through a hammermill. All turf areas in excess of 1000 sq. yards (excluding N. and S. Eisenhower Parkways) must be core aerated in conjunction with the first fertilization as outlined below in section d. Inventory all damaged and diseased plants and submit list to the Forestry Superintendent.

**b. Mowing / Trimming**

Contractor shall have a crew at all sites weekly, beginning the week of April 1<sup>st</sup> until the week of November 30<sup>th</sup> of each contract year. Mow all areas at an interval of seven (7) days as necessary to maintained at a height of approximately 2 ½". Mowing shall not remove more than 1/3 of turf height at any time unless requested or specified. All clippings are to be removed from lawn area and hauled from site. Remove all litter and loose debris and twigs in all areas weekly. Mowing shall include complete removal of all litter on all turf prior to mowing. String trim (weed whip) turf around buildings, plantings, light poles, signs, walls, and other obstructions in turf and in paved areas weekly. Extra care must be

taken to not damage existing plantings and trees. Clean grass clippings from walks and paved areas after mowing. Blowing grass clippings or debris onto adjacent private property or the roadway will not be tolerated.

c. Weed Control

Areas to be weeded and inspected weekly. Hand weed or string trim weekly as necessary. The Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All lawn treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply organic non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Any post-emergent broadleaf weed control must be Village approved and applied in accordance with manufacturer's recommendations to control weeds in turf areas. All applications to be made by licensed personnel. Applications may be restricted to weekend or off-time hours.

d. Fertilization

Fertilize planting beds material, annuals, grasses, and perennials throughout the season as needed to maintain high vigor and good color. Fertilize turf three (3) times per year at appropriate intervals with approved, balanced, complete analysis, slow release fertilizer including micronutrients such as 25-5-15 SCU, and one (1) time (mid-October) with 8-4-24 slow release, non-coated fertilizer. First three applications at 3 to 4 lbs. Per 1000 sq. ft., fall application at 6 lbs. Per 1000 sq. ft. Alternative fertilizer formulations will be considered at the request of the contractor. The Forestry Superintendent shall be notified prior to application of any fertilization for material approval and scheduling.

e. Fall Cleanup

Remove all leaves and fall debris from turf, and parking areas and borders. Edge all curbs. Apply gypsum to all turf areas to a width of 3' adjacent to all walks and curbs at a rate of 30 lbs. Per 1000 sq. ft. Mow all turf to a final height of 1 1/2".

f. Shrub Pruning

Prune or shear all deciduous shrubs two times per year during the growing season, evergreen shrubs once per year, cutting current year's growth unless otherwise directed. Prune and maintain ornamental ivy as needed, protect ivy during mowing, maintenance, and turf applications as needed.

## 2. Planter Bed Maintenance

These areas contain no turf, but require weekly maintenance. Maintenance of these areas will be comprised of the following procedures:

### a. Spring Clean Up

Remove all accumulated winter debris and leaves from bed, sidewalks, curb, and parking lot areas. Cut are herbaceous decorative grasses to approximately 2" above grade. Mulch all planting beds. New mulch areas must be four inches (4") deep, existing mulch areas must be refreshed with two inches (2"). Mulch must be premium double processed hardwood bark mulch natural in color. Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark, not to exceed two (2) inches in its largest dimension and free of foreign matter, sticks, stones and clods. All hardwood bark mulch shall be processed through a hammermill. Inventory all damaged, diseased, or dead plants and submit list to the Forestry Superintendent.

### b. Weed and Litter Control

Planter beds and adjacent sidewalk or pavement areas to be de-littered, weeded, and inspected weekly. All shrub and planting beds, flowerbeds, groundcover areas, tree rings, mulched and \ or stone areas, planters and brick paver areas shall be kept weed free. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply organic non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel. Cultivate planting beds as required to control weeds and define edges. Inspect plants for damage and correct as necessary.

### c. Fertilization

Fertilize shrubs three (3) times per year at appropriate intervals with approved, balanced, complete analysis slow release fertilizer including micronutrients.

### d. Shrub Pruning

Prune or shear all deciduous shrubs three times per year during the growing season, evergreen shrubs twice per year, cutting current year's growth unless otherwise directed. Prune and maintain ornamental ivy and/or groundcover as needed.

e. Fall Clean-up

Remove all leaves and fall debris from bed, parking areas and borders. Removed all spent material on herbaceous perennials to approximately 2" above grade except for decorative grasses.

f. Insect and Disease Monitoring

Accurately monitor and identify plant disease and insect pests. Notify the Forestry Superintendent of problems discovered and suggest treatment strategies. All applications for insect pest and disease control must have prior approval of Forestry Superintendent concerning timing, material used, and application method.

3. Locations and Quantities of Work

The quantities indicated on the table below are estimated quantities. The Village of Oak Park reserves the right to vary from estimated quantities based on possible inclusion of areas not listed or exclusion of listed areas. Adjustments will be made to the monthly billing amount based on any additions or subtractions.

Village of Oak Park Location	Total (sq. yd.)	Turf (sq. yd.)	Plant Bed (sq. yd.)
<b>Section 1</b>			
<b>Roadway Medians</b>			
1-1. Kenilworth Parkway	13,500.00	12,111.11	1,388.89
1-2. Le Moyne Parkway	4,477.78	3,888.89	588.89
<b>B. Cul-de-Sacs and Traffic diverters</b>			
1-3. North Ave and Marion (Cul-de-Sac and Offset)	144.44	33.33	111.11
1-4. North Ave and Belleforte (Cul-de-Sac and Offset)	144.44	33.33	111.11
1-5. North Avenue and Forest (Diverter)	21.00		21.00
1-6. North Ave and Kenilworth (Cul-de-Sac and Offset)	288.89	66.67	222.22
1-7. North Ave and Fair Oaks (Cul-de-Sac)	88.89		88.89
1-8. Oak Park and Le Moyne (Diverter)	38.89	22.22	16.67
1-9. North Avenue and Elmwood (Diverter)	36.67		36.67
1-10. North Avenue and Rossell (Diverter)	36.67		36.67
1-11. North Avenue and Edmer (Diverter)	88.89	33.33	55.56
1-12. Harvey and North Ave. (Diverter)	77.77	33.33	44.44
1-13. Hayes and North Ave. (Cul-de-Sac)	88.89		88.89
1-14. Humphrey and North Ave. (Diverter)	166.67	166.67	
1-15. Austin and Le Moyne (Cul-de-Sac w/ turf)	177.78	55.56	122.22
1-16. North Ave and Woodbine (Diverter)	20.00		20.00
<b>Section 2</b>			

<b>A. Roadway Medlans</b>			
(none)			
<b>B. Cul-de-Sacs and Traffic diverters</b>			
2-1. Marion and Chicago (Cul-de-Sac)	83.33		83.33
2-2. Taylor and Division (Diverter)	36.67	11.11	25.56
2-3. Austin and Thomas (Offset and Turf)	144.44	33.33	111.11
2-4. Humphrey, North of Chicago (Cul-de-Sac)	272.22		272.22
2-5. Kenilworth north of Chicago (Traffic Circle)	84.36		84.36
<b>C. Parkways and bump-outs</b>			
(none)			
<b>D. Parking Lots</b>	0.00		
2-6. Austin and Iowa (#25)	280.56	225.00	55.56
<b>Section 3</b>			
<b>A. Roadway Medlans</b>			
3-1. Forest Place at Ontario	40.00		40.00
<b>B. Cul-de-Sacs and Traffic diverters</b>			
3-3. Scoville, North of Lake (Diverter)	44.44	11.11	33.33
3-4. Kenilworth and Elizabeth Court (Cul-de-Sac)	33.33		33.33
3-5. Humphrey at Ontario (Diverter)	27.78	27.78	
3-6. Maple, South of Chicago (Diverter)	83.33		83.33
<b>C. Parkways and bump-outs</b>			
(none)	309.44		309.44
<b>D. Parking Lots</b>			
3-19. Lake, West of Post Office (#16)	300.00	233.33	66.67
3-20. NWC Euclid and North Blvd, (Parking Deck) (#2,3)	666.67	555.56	111.11
3-22. North Blvd, Kenilworth to Oak Park (#96)	38.89		38.89
3-23. North Blvd, East of Kenilworth (#55)	66.67		66.67
3-24. Austin and Superior (#25)	281.00	31.00	250.00
3-26. North Blvd and Austin (#61)	27.78		27.78
3-30. Lake Street at Lombard (#67)	105.56	105.56	
3-32. Ridgeland And South Blvd (#112)	95.56	95.56	
<b>E. Public Way</b>			
3-33. METRA Intermodal Station (sidewalk upper platform)	250.00		250.00
3-34. North Blvd, Austin to Harlem (south side)	833.33	388.89	444.44
<b>F. Village Properties</b>			
3-36. 129 Lake	277.77	133.33	144.44
3-37. Fire Station at Euclid and North Blvd	258.66	75.33	183.33
<b>Section 4</b>			

<b>A. Roadway Medians</b>			
4-1. Randolph Parkway	1,388.89	1,388.89	
<b>B. Cul-de-Sacs and Traffic diverters</b>			
4-3. Harvey and Randolph (Cul-de-Sac)	305.22	81.33	223.89
4-4. Elmwood, South of Washington (Cul-de-Sac)	222.22	111.11	111.11
4-5. Scoville, North of Washington (Cul-de-Sac)	200.00	66.67	133.33
4-6. Humphrey, North of Washington (Cul-de-Sac)	111.11	38.89	72.22
4-7. Humphrey, South of Washington (Cul-de-Sac)	155.56	66.67	88.89
4-8. Clinton, North of Madison (Cul-de-Sac and Offset)	111.11	25.00	86.11
4-9. Taylor, North of Washington (Cul-de-Sac)	133.33		133.33
<b>C. Parkways and bump-outs</b>			
4-11. South Blvd tree grates (south side of street @ Ridgeland)	8.00		8.00
4-13. Ridgeland and South Blvd (Green Line Station and across west)	205.56		205.56
<b>D. Parking Lots</b>			
4-16. NEC Taylor and Madison (#24)	366.67	88.89	277.78
4-18. South Blvd, East of Ridgeland (#34)	191.11	191.11	
4-19. South Blvd, west of Austin (#35)	205.56	177.78	27.78
4-20. Washington, West of Austin, North side (#36)	911.11	222.22	688.89
4-21. Cuyler, South of Washington (#46)	268.00	34.67	233.33
4-22. SWC Kenilworth & South Blvd (#59)	283.33	238.89	44.44
4-23. South Blvd, at Lombard (#64)	100.00		100.00
4-24. South Blvd, at Harvey (#65)	125.00		125.00
4-25. East Avenue, N. of Madison (#70)	122.22	122.22	
4-30. Clinton, North of Madison (#100)	27.78	27.78	
4-31. S. Scoville North of Madison (#110)	62.00	62.00	
4-34. East Ave., North of Madison (Meter and YS Permit)	87.44	87.44	
4-35. South Blvd at Lombard (#SB1)	644.44	644.44	
4-36. South Blvd at Harvey (#SB2)	544.44	544.44	
4-37. South Blvd at Ridgeland(#SB3)	544.44	544.44	
4-38. South Blvd at Elmwood (#SB4)	995.00	995.00	
4-39. South Blvd at East (#SB5)	276.67	276.67	
4-40. South Blvd at Wesley (#SB6E)	354.44	354.44	
4-41. South Blvd at Euclid (#SB6)	171.67	171.67	
4-42. South Blvd, at Home (#SB10)	34.78		34.78
4-43. Austin and Randolph (#31)	522.22	188.89	333.33
4-44. Austin and Pleasant (#25P)	211.11	66.67	144.44

4-44A. Madison and Oak Park (#116)	385.22	304.11	81.11
<b>E. Public Way</b>			
4-45. South Blvd, at Harlem	500.00	500.00	
<b>F. Village Properties</b>			
4-47. Public Works (Front and Back)	1,115.92	108.62	1,007.30
4-48. Public Works Rain Garden	675.67		675.67
<b>Section 5</b>	0.00		
<b>A. Roadway Medians</b>			
5-1. Jackson Blvd Islands	512.78		512.78
<b>B. Cul-de-Sacs and Traffic diverters</b>	0.00		
5-2. Kenilworth and Madison (Cul-de-Sac and planting bed)	114.44		114.44
5-3. Maple and Jackson (SW) (Diverter)	133.33	111.11	22.22
5-4. Maple and Jackson (NE) (Diverter)	52.67		52.67
5-5. Maple, South of Monroe (Diverter)	28.89		28.89
5-6. Austin and Adams (Cul-de-Sac)	294.44	164.44	130.00
5-7. Euclid and Madison (Cul-de-Sac)	112.25		112.25
5-8. Wesley and Madison (Diverter)	32.00		32.00
<b>C. Parkways and bump-outs</b>			
5-10. Grove and Jackson 'S-Curve'	418.34	35.56	382.78
5-11. Harlem, Jackson to Expressway	486.66	315.33	171.33
<b>D. Parking Lots</b>			
5-13. Village Hall, Pk Lot (#47)	5,286.67	4,852.78	433.89
5-14. Austin and Jackson (#30)	782.22	512.22	270.00
5-15. Austin, North of Harrison (#68)	109.44	41.00	68.44
5-16. Humphrey, South of Harrison (#33)	402.00	102.00	300.00
5-17. Lyman, South of Harrison (#103)	165.11	54.00	111.11
5-18. Austin, South of Harrison (#114)	152.22		152.22
5-19. Euclid and Harrison, NWC (#1)	344.00	172.22	171.78
5-21. Highland and Madison (#44)	206.67	206.67	
5-22. Austin and Van Buren (#25V)	139.00	85.00	54.00
5-23. Wesley and Harrison (#11)	1,541.00	1,541.00	
5-24. S. Cuyler south of Madison (48W)	23.00	23.00	
<b>E. Public Way</b>			
5-23. Eisenhower Expressway – North Parkway	4,440.00	4,022.22	417.78
<b>F. Village Properties</b>			
5-24. Village Hall (Court Yard and surrounding grounds)	2,882.22	2,747.78	134.44
<b>Section 6</b>			
<b>A. Roadway Medians</b>			

(none)			
<b>B. Cul-de-Sacs and Traffic diverters</b>			
6-1. Wenonah (Near Roosevelt) (Cul-de-Sac)	30.00		30.00
6-2. Scoville and Harvard (Cul-de-Sac)	111.12	105.56	5.56
6-3. Grove, North of Roosevelt (Cul-de-Sac)	35.56		35.56
6-4. Gunderson, North of Roosevelt (Cul-de-Sac)	111.11		111.11
6-5. Elmwood, North of Roosevelt (Cul-de-Sac)	111.11		111.11
6-6. Lombard, North of Roosevelt (Cul-de-Sac)	111.11		111.11
6-7. Austin and Harvard (Diverter)	63.33		63.33
6-8. Scoville and Roosevelt (Cul-de-Sac)	114.91		114.91
<b>C. Parkways and bump-outs</b>			
6-10. Ridgeland and Garfield, (plantings, NEC)	122.22		122.22
6-11. Ridgeland and Garfield (plantings, SEC)	1,808.33	122.22	1,686.11
6-12. Mohr Concrete Parkway (900 blk, West side)	427.78	337.78	90.00
<b>D. Parking Lots</b>			
6-14. Oak Park, South of Garfield (#15)	122.22		122.22
6-16. Euclid and Garfield (#29)	398.33	183.33	215.00
6-18. Austin and Fillmore (#25F)	251.89	193.00	58.89
<b>E. Public Way</b>			
6-19. Home Ave. Ped Bridge (South Bridge Ramp)	38.89		38.89
6-20. Eisenhower Expressway – South Parkway	5,621.89	5,621.89	
<b>F. Village Properties</b>			
6-21. Fire Station at East and Garfield	213.33	164.44	48.89
<b>Totals:</b>	<b>64,959.18</b>	<b>47,816.83</b>	<b>17,142.35</b>
<b>*Village Wide Map of Locations, Individual Site Descriptions, Measurements and Pictures Available upon Request*</b>			

#### **Detailed Specifications: Business District Maintenance**

The Village maintains the streetscape in multiple business districts across the Village. The Village staff, business owners, and residents place high importance on the quality and cleanliness of their business districts. Business districts limits will be outlined below but may include directly adjacent streets and parking lots in addition to the primary streetscape. Maintenance payments will be made on a monthly lump sum price per business district. There will be an additional Spring Clean-up and Fall-Clean up price for each as well. All other work will be considered incidental to the monthly maintenance cost.

#### **1. Planter Bed Maintenance**

These areas contain no turf, but require weekly maintenance. Maintenance of these areas will be comprised of the following procedures:



a. Spring Clean Up

Remove all accumulated litter, winter debris, and leaves from planter beds, sidewalks, curb, and parking lot areas. Cut are herbaceous decorative grasses to approximately 2" above grade. Mulch all planting beds. New mulch areas must be four inches (4") deep, existing mulch areas must be refreshed with two inches (2"). Mulch must be premium double processed hardwood bark mulch natural in color. Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark, not to exceed two (2) inches in its largest dimension and free of foreign matter, sticks, stones and clods. All hardwood bark mulch shall be processed through a hammermill. Tree pits without tree grates should be mulched to grade. Inventory all damaged, diseased, or dead plants and submit list to the Forestry Superintendent.

b. Weed and Litter Control

Areas to be de-littered, weeded, and inspected weekly. All shrub and planting beds, flowerbeds, groundcover areas, tree rings, mulched and/or stone areas, planters and brick paver areas shall be kept weed free. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply organic non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel. Cultivate planting beds as required to control weeds and define edges. Inspect plants for damage and correct as necessary.

c. Fertilization

Fertilize shrubs three (3) times per year at appropriate intervals with approved, balanced, complete analysis slow release fertilizer including micronutrients.

d. Shrub Pruning

Prune or shear all deciduous shrubs two times per year during the growing season, evergreen shrubs once per year, cutting current year's growth unless otherwise directed. Prune and maintain ornamental ivy and/or groundcover as needed.

e. Fall Clean-up

Remove all leaves and fall debris from bed, parking areas and borders. Removed all spent material on herbaceous perennials to approximately 2" above grade except for decorative grasses.

f. Insect and Disease Monitoring

Accurately monitor and identify plant disease and insect pests. Notify the Forestry Superintendent of problems discovered and suggest treatment strategies. All applications for insect pest and disease control must have prior approval of Forestry Superintendent concerning timing, material used, and application method.

2. Tree Pit Weeding

The Village has trees located in pits with and without cast iron grates throughout its business districts. Pits are typically 5'x5' with double ground wood chips or gravel mulch. During the growing season, tree pit weeding is required to maintain a clean look within the business district. Weeding would involve the manual removal of all herbaceous material in the tree pit along with as much of its associated root system as possible. Chemical weed control may be used as necessary. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply organic non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel.

3. Sidewalk and Curb Weeding

Sidewalk and curb areas to be inspected and weeded weekly. All sidewalk, stone, and paver areas shall be kept weed free. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply organic non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel.

4. Litter Control

All sidewalk, street, and curb areas to be inspected and de-littered weekly. All litter must be collected and disposed of by the Bidder offsite.

5. Locations and Quantities of Work

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

---

<b>Village of Oak Park Business District Maintenance Locations</b>					
<b>Business District</b>	<b>Street</b>	<b>Limit</b>	<b>Limit</b>	<b>Description</b>	<b>Required Parking Lots</b>
North Ave.	North Ave	Austin	Harlem	South Side of Street	99
Chicago Ave. East	Chicago Ave	Austin	N. Ridgeland	Both Sides of Street, and Ridgeland N. and S. landscape beds	51N, 51S
	Austin Blvd.	Brick Area N. of Chicago	Brick Area S. of Chicago		
Chicago Ave. West	Chicago Ave	Belleforte	Harlem	Both Sides of Street	7
Lake Ave. East	Lake St	Austin	N. Taylor	Both Sides of Street and Median	50N, 101
	Austin	Alley N. of Lake	Viaduct	West side of Street	
	Lake St	N. Cuyler	Ridgeland	Both Sides of Street	
Hemmingway District	Lake St	N. Euclid	Forest	Both Sides of Street	
	Oak Park	Lake	Pleasant	Both Sides of Street	
	Hunter Court	E. and W.	of Oak Park	Both Sides of Street	
South Marion	Marion	South Blvd	Randolph	Both Sides of Street	81
	Pleasant	Alley E. of Marion	Alley W. of Marion	Both Sides of Street	
Madison St.	Madison	Austin	Ridgeland	Both Sides of Street, Median, and N. and S. on Austin to the Alleys	73, 74,92, 104,45
	Madison	S. Ridgeland	S. Oak Park	Median and SE Corner at Oak Park	
	Madison	S. Oak Park	Harlem	Both Sides of Street	94, 100
Arts District	Harrison	Austin	Elmwood	Both sides of Street including Gateway Monuments at Austin, Ridgeland, Lombard and Flournoy, and Lombard N. of Harrison	
South Town	S. Oak Park	Van Buren	Lexington	Both sides of Street	15 (behind fence at back of lot)
Roosevelt	Roosevelt	Austin	Harlem	North side of Street and N. on Austin to alley	102, 37
<b>Downtown Oak Park</b>					
DTOP	Lake	Forest	Harlem	Both Sides of Street	
	North Blvd.	Forest	Harlem	Both Sides of Street	3, 10

	N. Marion	North Blvd	Ontario	Both Sides of Street	
	Harlem	North Blvd	Ontario	East Side of Street	
	Westgate	Harlem	Marion	Both Sides of Street	
	Prairie Way	Marion	Harlem	Both Sides of Street	
	Holley Court Garage				18, 118

**Detailed Specifications: Add On / On Demand Services**

The following specifications concern the on-demand landscape maintenance and exterior clean-ups of various properties within the Village of Oak Park Illinois. All contractors are required to bid on these items and may be required to complete this work for the Village as part of one of the above two contracts, as necessary.

1. **Clean-up**

These properties are composed primarily of single-family homes, maintenance of multi-family or commercial properties may be required. After notice to perform an initial clean-up, all sites must be maintained on a bi-weekly basis until notice is given to stop maintenance. Contractor is required to complete initial clean-up within forty-eight (48) hours of notification that a clean-up is required.

- i. Remove all accumulated debris and leaves from turf, bed, curb and (if required) parking lot areas. Contractor shall have a crew at all sites bi-weekly, following initial clean-up. Mow all areas at an interval of fourteen (14) days. Remove all litter and loose debris in all areas.
- ii. Mowing shall include complete removal of all litter on all turf prior to mowing. String trim (weed whip) around buildings, plantings, light poles, signs, walls, and other obstructions in turf and in paved areas. Clean grass clippings from walks and paved areas after mowing. This work may also include small weed tree removal under 6" in diameter.

2. **Weeding / Fertilization / Cultivation**

The Forestry Superintendent shall be notified prior to application of any chemical control measures for material approval and scheduling. Any treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Non-selective weed control in parking, sidewalk, paved and paver areas may be applied as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Any post-emergent broadleaf weed control must be Village approved. All applications to be made by licensed personnel. Applications may be restricted to weekend or off-time hours.

3. **Shrub Pruning**

Prune or shear all deciduous shrubs and groundcovers as directed at time of request. Subsequent pruning will be at the request of the Department of Public Works.

4. Install Mulch

Maintain a 2" to 4" mulch layer in all existing mulch areas. Mulch must be premium double processed hardwood bark mulch natural in color. Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark, not to exceed two (2) inches in its largest dimension and free of foreign matter, sticks, stones and clods. All hardwood bark mulch shall be processed through a hammermill. Replace/refresh mulch as requested throughout the year at unit price indicated on the bid sheet. Bidder must provide a sample of the proposed mulch before approved

5. Watering

During especially hot weather, the Village may requests that certain locations receive supplemental watering. This may include turf, landscape bed areas, and tree locations. Watering will require the use of a tank truck with multiple locations to visit. The contractor shall obtain water by filling their truck or trailer-mounted tank at the Public Works Facility filling station located outside the Public Works Facility, 201 South Boulevard, where a permanently installed 2-inch water meter and backflow prevention device is located. Filling of water tanks at other locations in town shall not be permitted.

6. Parkway Restoration

- i. Preparation - Square all areas to be restored with a spade or other edging tool to make a clean edge with existing parkway. Remove dead or damaged turf where required. Clean fill from the site may be used as backfill.
- ii. Backfill - Backfill and compact with a sufficient amount of clean fill to allow for settling and match grade at all edges.
- iii. Seed and Top-dress - Seed with all-purpose sun-shade fescue/ryegrass/bluegrass mix, and top-dress with Penn Mulch (or approved equal) and starter fertilizer.
- iv. Excess Material Removal - Restoration areas will typically be left by the utility crew anywhere from zero (0") to six (6") below finished grade. Any mounded dirt, stone, or debris higher than proposed finished grade shall be removed and disposed of by the contractor. Payment for Excess Material Removal shall be made by the cubic yard.
- v. Additional Fill - Restoration areas will typically be left by the utility crew anywhere from zero (0") to six (6") below finished grade. The contractor shall place and compact additional fill as necessary to bring the restoration area up to an elevation six (6") below finished grade. Additional fill shall consist of reasonably clean dirt, and may be sourced from other restoration areas within the Village but shall not include excessive amounts of construction debris or organic material. Payment for Additional Fill shall be made by the cubic yard, complete and in place.

**7. Sod Installation**

This work shall consist of preparing the ground surface and furnishing, transporting and placing sod and other materials required in the sodding operations. All sod shall be top quality, nursery grown, dense, well rooted, and free from weeds and unsuitable grasses.

- i. Sod Type and Care - The sod shall be weed-free nursery grown Kentucky Blue Grass. Care shall be taken to retain the native soil on the roots during the process of stripping, transporting and placing. Sod shall be subject to inspection and approval at place of growth and/or upon delivery for conformity to specification requirements. Approval at place of growth shall not impair the right of inspection and rejection upon delivery at the site or during the process of the work.
- ii. Preparation - Prior to placing sod, the existing soil shall be scarified to a depth of three inches (3"). The existing soil shall be free of rocks, sticks, and debris. If required, topsoil meeting the requirements for top soil mix shall be added to bring the area to grade. Topsoil will not be paid for separately but shall be considered incidental to Sod Installation. Prepared soil surfaces that became crusted shall be reworked to an acceptable condition for sodding. All soil surfaces shall be moist when the sod is placed. When directed, the Contractor shall be required to apply water to dry soil surfaces at a minimum rate of one (1) Gallon/feet immediately prior to placing the sod. Reworking and moistening the soil surface shall not be measured for payment but considered incidental to Sod Installation.

**8. Split Rail Fence Post and Rail Replacement**

Village owned wood split rail fences are damaged throughout the year. Remove damaged fence materials and purchase and install fence posts or split rails at unit prices indicated on bid sheet when requested.

**9. Tree Pit Weeding**

The Village has trees located in pits with and without cast iron grates throughout its business districts. Pits are typically 5'x5' with double ground wood chips or gravel mulch. During the growing season, tree pit weeding may be required to maintain a clean look within the business district. This work is typically done at the request of the business district. Weeding would involve the manual removal of all herbaceous material in the tree pit along with as much of its associated root system as possible when requested.

**Licenses and Permits**

The Contractor shall be responsible for becoming a licensed Contractor with the Village. The Village will issue any necessary permits for this work at no fee.

**Alterations, Omissions and Extra Work**

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

**Method of Payment**

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

**Change Orders**

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

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

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

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

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

**Correction of Work Prior To Final Payment**

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

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the

costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the Contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

**Bidder's Representative**

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

**Workers**

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

**Time of Work**

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

**Dispute Resolution**

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

**Reporting Requirements**

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



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

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Village Wide Comprehensive Landscape Maintenance and will furnish all the insurance documents and security deposits as stipulated. The areas to be maintained for 2023 are as listed in the table above. The unit prices listed below should be for 2023 only. The contract would include quantities estimated below in 2024 and 2025. Bid bond amount should be 10% of the sum of "Total Cost for 2023" amount listed below for each contract being bid on.

**Bidders can bid on any or all Items 1-2. All bidders are required to provide pricing for Item 3.**

**1. Regular Landscape Maintenance**

Maintenance type	Estimated area	Cost per Sq. Yd./Month	Total Cost per Month
Turf Area:	47,817 sq. yd.	\$ <u>.11</u>	\$ <u>5259.87</u>
Planter Bed Area:	17,142 sq. yd.	\$ <u>.20</u>	\$ <u>3428.40</u>
Total Maintenance Cost per month:			\$ <u>8688.27</u>
Total Monthly Maintenance for 2023 (8 months):			\$ <u>69,506.16</u>
Spring Clean-Up (Total Cost for all sites):			\$ <u>14,200.00</u>
Fall Clean-Up (Total cost for all sites):			\$ <u>5,200.00</u>
Total Cost for 2023 (Clean-Ups and Total Monthly Maintenance):			\$ <u>88,906.16</u>

**2. Business District Maintenance**

<b>Business District</b>	<b>Spring Clean-Up</b>	<b>Fall Clean-Up</b>	<b>Maintenance / Month</b>
North Ave.	\$ <u>400.00</u>	\$ <u>198.00</u>	\$ <u>130.00</u>
Chicago Ave. East	\$ <u>1,412.00</u>	\$ <u>697.00</u>	\$ <u>458.00</u>
Chicago Ave. West	\$ <u>219.00</u>	\$ <u>108.00</u>	\$ <u>71.00</u>
Lake Ave. East	\$ <u>1,488.00</u>	\$ <u>734.00</u>	\$ <u>483.00</u>
Hemingway District	\$ <u>978.00</u>	\$ <u>483.00</u>	\$ <u>318.00</u>
South Marion	\$ <u>772.00</u>	\$ <u>381.00</u>	\$ <u>251.00</u>
Madison St.	\$ <u>1,744.00</u>	\$ <u>861.00</u>	\$ <u>566.00</u>
Arts District	\$ <u>2,104.00</u>	\$ <u>1,039.00</u>	\$ <u>683.00</u>
South Town	\$ <u>437.00</u>	\$ <u>216.00</u>	\$ <u>142.00</u>
Roosevelt	\$ <u>817.00</u>	\$ <u>403.00</u>	\$ <u>265.00</u>
Downtown Oak Park	\$ <u>2,440.00</u>	\$ <u>1,205.00</u>	\$ <u>792.00</u>
		Spring Clean-Up Total: \$ <u>12,811.00</u>	
		Fall Clean-Up Total: \$ <u>6,325.00</u>	
		Total Maintenance per Month: \$ <u>4,160.00</u>	
		<b>Total Cost for 2023 (Clean-Ups and 8 Months Maintenance): \$ <u>52,416.00</u></b>	

**3. On-Demand Landscape Maintenance**

Provide unit pricing for following items. Unit prices are to include all labor, equipment, materials, hauling and incidental costs. All contractors are required to bid on these items and may be required to complete this work for the Village as part of one of the above two contracts, as necessary.

**1. Property Clean Up**

Man-hour cost (per hr.): \$ 40.00  
Dump Cost (Per ton): \$ 90.00  
Disposal Cost (Per trip): \$ 75.00

2. Weeding / Fertilization / Cultivation (sq. yd.) \$ 2.00

3. Shrub Pruning (per hr.) \$ 42.50

4. Install mulch (cu. yd.) \$ 65.00

5. Watering (per hr.) \$ 40.00

6. Parkway Restoration (sq. yd.) \$ 9.00

7. Sod Installation (sq. yd.) \$ 10.00

8. Split Rail Fence Post Replacement \$ 40.00

9. Split Rail Replacement \$ 30.00

10. Tree Pit Weeding (per hr.) \$ 42.50

Connie Rivera  
(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined

and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

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

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

Dated: October 18 / 2022      CityEscape Garden & Design LLC  
Organization Name (Seal - If Corporation)

By:

Annie Rinera      3022 West Lake Street,  
Authorized Signature      Address      Chicago IL 60612

773.638.2000  
Telephone

Subscribed and sworn to before me this 18<sup>th</sup> day of Oct, 2022.

Cook Co in the State of Ill. My Commission  
Notary Public

Expires on 11/3/2026



**BID FORM CONTINUED**

Complete Applicable Paragraph Below

(a) Corporation **LLC SINGLE MEMBER DISREGARDED ENTITY**

The bidder is a corporation, which operates under the legal name of

CityEscape Garden Design LLC and is organized and existing under the laws of the State of

ILLINOIS. The full names of its Officers are:

President Connie Rivera, Managing member

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

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

(b) Partnership

Names, Signatures, and Addresses of all Partners

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

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

(c) Sole Proprietor

The bidder is a Sole Proprietor whose full name is \_\_\_\_\_ . If the

bidder is operating under a trade name,

said trade name is \_\_\_\_\_,

which name is registered with the office of \_\_\_\_\_

in the county of \_\_\_\_\_.

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

Sole Proprietor

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

**MUNICIPAL QUALIFICATION REFERENCE SHEET**

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

**MUNICIPALITY**

**ADDRESS**

SEE ATTACHED REFERENCE LIST

**CONTACT**

**PHONE**

**WORK**

**PERFORMED**

**MUNICIPALITY**

**ADDRESS**

**CONTACT**

**PHONE**

**WORK**

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**WORK**

**PERFORMED**

**MUNICIPALITY**

**ADDRESS**

**CONTACT**

**PHONE**

**WORK**

**PERFORMED**

## References

**Client:** City of Chicago (municipality)  
Chicago Department of Aviation - O'Hare International Airport  
Comprehensive Landscape Services (including seasonal rotations)

**Contact:** Dorothy Izewski, Coordinating Architect – Facilities  
O'Hare H & R Plant, Chicago, IL 60666  
[dorothy.izewski@cityofchicago.org](mailto:dorothy.izewski@cityofchicago.org)

**Phone:** 773.686.7271

**Client:** City of Chicago (municipality)  
Chicago Department of Aviation - Midway International Airport  
Comprehensive Landscape Services (including seasonal rotations)

**Contact:** Richard Bondie, Airport Facilities Manager  
6201 S. Laramie Ave., Chicago, IL 60638  
[Richard.Bondie@cityofchicago.org](mailto:Richard.Bondie@cityofchicago.org)

**Phone:** 773.838.0557

**Client:** Village of Oak Park (municipality)  
Comprehensive Landscape Services  
Container Season Display and Maintenance

**Contact:** Robert Sproule, Director of Public Works  
201 South Blvd., Oak Park, IL 60302  
[rsproule@oak-park.us](mailto:rsproule@oak-park.us)

**Phone:** 708.358.5704

**Client:** Village of Buffalo Grove (municipality)  
Comprehensive Landscape Services

**Contact:** Tom Milas, Forestry and Grounds Manager  
51 Raupp Boulevard, Buffalo Grove, IL 60089  
[tmilas@vbg.org](mailto:tmilas@vbg.org)

**Phone:** 847.459.2545

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

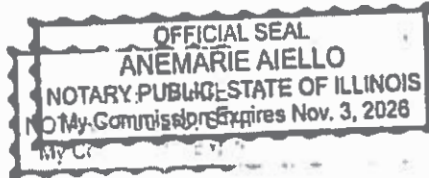
CITY ESCAPE GARDEN DESIGN LLC as part of its Bid on an agreement for 2023 Comprehensive Landscape Maintenance for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

Ronnie Rivere  
(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 18<sup>th</sup> day of Oct, 2022.

[Signature]  
Notary Public's Signature

- Notary Public Seal -





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

Connie Rivera, being first duly sworn, deposes and says:  
that he/she is Managing member of  
(partner, officer, owner, etc.)  
CityEscape Garden & Design, LLC  
(bidder selected)

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

Connie Rivera  
By: Connie Rivera  
Its: managing member  
CityEscape Garden & Design LLC  
(name of bidder if the bidder is an individual)  
(name of partner if the bidder is a partnership)  
(name of officer if the bidder is a corporation)

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

Subscribed and sworn to before me this 18<sup>th</sup> day of Oct, 2022.

[Signature]  
Notary Public's Signature

- Notary Public Seal -



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

Please fill out the applicable section:

**A. Corporation:** LLC SINGLE MEMBER DISREGARDED ENTITY  
The Contractor is a corporation, legally named City Escape Garden & Design LLC and is organized  
and existing in good standing under the laws of the State of ILLINOIS the full names of its  
Officers are:  
President Connie Rivera, Managing Member

Secretary N/A

Treasurer N/A

Registered Agent Name and Address: BARRY C. Kesslee, 1275 Milwaukee Ave.,  
Suite 300, Glenview, IL 60025

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

**B. Sole Proprietor:**

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

**C. Partnership:**

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

Signature	Signature

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

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

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

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

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

WE \_\_\_\_\_

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2022.

PRINCIPAL

\_\_\_\_\_  
(Company Name) (Company Name)

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

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

**BID BOND CONTINUED**

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**NAME OF SURETY**

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

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

CONTRACTOR (Name, legal status and address):

CityEscape Garden & Design, LLC  
3022 W Lake St  
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 - Dept of Public Works  
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.

BOND AMOUNT:

10% of Bid Amount

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

PROJECT (Name, location or address, and Project number, if any):

Village of Oak Park 2023 Comprehensive Landscape Maintenance

Project Number, if any:

#22-131

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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 requirements 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.

Signed and sealed this 12th day of October

2022

CityEscape Garden & Design, LLC

*Connie Riviere*

(Principal)

(Seal)

No seal (LLC)

*Managing Member*

(Title)

*B. B. B.*

(Witness)

*[Signature]*

(Witness)

THE CINCINNATI INSURANCE COMPANY

(Surety)

*Samuel Brandl*

(Title)

Samuel Brandl, Attorney-In-Fact



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

Samuel Brandl, John Brandl, Samuel P Brandl, John P 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 6<sup>th</sup> 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 7<sup>th</sup> 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 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 10<sup>th</sup> day of May, 2012.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Stephen A. Janta*

Vice President

On this 10<sup>th</sup> 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. Bober*

Assistant Secretary



CITY-C1

OP ID: JK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/12/2022

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).


<b>PRODUCER</b> Oaklane Insurance Agency 333 Highway 83 Suite 200 Mundelein, IL 60060 John Brandl, CIC	847-393-7922	<b>CONTACT</b> PHONE (A/C, No, Ext): 847-393-7922 FAX (A/C, No): 847-393-7798 E-MAIL ADDRESS:																					
<b>INSURED</b> City Escape Garden & Design LLC CGD Properties LLC 3022 West Lake St Chicago, IL 60612		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B:</td> <td>WESTCHESTER</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>SIRIUS AMERICA INS CO</td> <td>38776</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cincinnati Insurance Company	10677	INSURER B:	WESTCHESTER		INSURER C:	SIRIUS AMERICA INS CO	38776	INSURER D:			INSURER E:			INSURER F:		
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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.

INER LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E & O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ENP0380181 ENP0380181	04/01/2022 04/01/2022	04/01/2023 04/01/2023	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 - COMPOP AGG \$ 2,000,000 E&O/Prof \$ 1,000,000
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	X	X	EBA0380181	04/01/2022	04/01/2023	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 type="checkbox"/> EXCESS LIAB DED: RETENTION \$			ENP0380181	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X WCB4628-00	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	POLLUTION			G28295078001	04/13/2022	04/13/2023	POLLUTION \$ 2,000,000
A	Inland Marine			ENP0380181			L&R Equip \$ 80,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Addl Insd are added to the GL & Auto primary/noncontributory per w/respect to work prfmd by the named insd as required by signed written contract: The Village and its officers, officials, employees, agents, and volunteer. Waiver of subrogation applies to GL, Auto & WC in favor of the addl insd. Umbrella follows form.

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

**SECTION IX  
COMPLIANCE AFFIDAVIT**

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

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

Signature: Connie Riviera

Name and address of Business: CityEscape Garden & Design LLC  
Telephone 773.438.2000 3022 West Lake Street, Chicago IL 60612  
E-Mail connie@cityescape.biz

Subscribed to and sworn before me this 18<sup>th</sup> day of Oct, 2022.

[Signature]  
Notary Public



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



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

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

1. Contractor Name: City Escape Gaarden & Design LLC

2. Check here if your firm is:

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

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

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

67 Number of full-time employees

5 Number of part-time employees

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

Signature: Connie Rivere

Date: 10/18/22

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 Purchasing Department at 708-358-5473.

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

Contractor Name CITYESCAPE GARDEN & DESIGN, LLC

Total Employees \_\_\_\_\_

Job Categories	Total Employees	Total Males		Total Females		Males					Females					Total Minorities	
		Total Males	Total Females	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander		
Officials & Managers	1		1														
Professionals	7	4	3		1							1					2
Technicians	1	1			1												1
Sales Workers	6	1	5									1					1
Office & Clerical	1		1														
Semi-Skilled	8	8			8												8
Laborers	48	47	1		47							1					48
Service Workers																	
TOTAL	72	61	11		57							3					60
Management Trainees	0																
Apprentices	0																

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 Connie Rivera being first duly sworn, deposes and says that he/she is the MANAGING MEMBER

(Name of Person Making Affidavit)

(Title of Officer)



and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon. Subscribed and sworn to before me this 18 day of Oct, 2022

[Signature] Oct 18th 2022  
(Signature) (Date)



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JAN 23 2019

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

Dear Ms. Rivera:

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

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

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

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

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

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

23

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

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

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

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

**NAICS Codes:**

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

**444220 – Garden Centers**

**541320 – Landscape Architectural Services**

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

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

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

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

Sincerely,



Shannon E. Andrews  
Chief Procurement Officer

SEA/vlw



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

JAN 10 2022

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

Dear Ms. Rivera:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm **City Escape Garden & Design, LLC**, continues to meet the **Disadvantaged Business Enterprise ("DBE")** certification program eligibility standards set forth in 49 CFR Parts 26. Your next *No Change Affidavit* is due **November 30, 2022.**

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

If there is any change in circumstances during the course of your certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial 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 denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

**NAICS Code(s):**

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

**444220- Garden Centers**

**541320- Landscape Architectural Services**

**561730- Landscape Services (Except Planning)**


**561790- Snow Plowing Driveways and Parking Lots (Not Combined With Any Other Services)**

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE, and ACDBE firms. The Directory can be accessed on the Internet at <https://webapps.dot.illinois.gov/UCP/ExternalSearch>.

*Amid*

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.).

Sincerely,



Aileen Velazquez  
Chief Procurement Officer

AV/kr

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

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

**Bid Name: Project No. 22-131; Village of Oak Park Village 2023 Comprehensive Landscape Maintenance**

**Comments:**

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

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

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

**Contract Bond**

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

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

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



**CONTRACT BOND CONTINUED**

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

**IN WITNESS WHEREOF**, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_ day of \_\_\_\_\_, 2022.

**NAME OF PRINCIPAL**

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

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

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

Subscribed to and Sworn before me on the  
\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**NAME OF SURETY**

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

Subscribed to and Sworn before me on the  
\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**SECTION XIII**  
**AGREEMENT**  
**(For Reference – Do Not Fill Out)**

**INDEPENDENT CONTRACTOR AGREEMENT**

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

**RECITALS**

WHEREAS, the Contractor submitted a Proposal to perform Building Maintenance services at all Village facilities (hereinafter referred to as the “Work”), pursuant to the Village’s Request for Proposals, attached hereto and incorporated herein by reference; and

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

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

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

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

**1. RECITALS INCORPORATED**

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

**2. SCOPE OF WORK**

The Contractor shall perform the Work in accordance with its Proposal for an annual cost not to exceed \$\_\_\_\_\_ (“Contract Price”), complete the Work in accordance with any applicable manufacturers’ warranties and in accordance with the Village’s Request for Proposals, the Contractor’s Proposal and this Contract, all of which, together shall constitute the Contract Documents. The Contractor acknowledges that it has inspected the sites where the work is to be performed and that it is fully familiar with all

of the conditions at the sites, and further that its Proposal has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner. The Contractor further represents and warrants that the Work will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Work will be free from defects. The Contractor shall achieve completion of all work required pursuant to the Contract Documents.

### **3. DESIGNATED REPRESENTATIVES**

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Agreement. Such person shall have complete authority to transmit and receive instructions and information, interpret and define the Contractor's policies and decisions with respect to the Work governed by this Contract. The Village's Forestry Superintendent shall have complete authority to transmit and receive instructions and information, interpret and define the Village's policies and decisions with respect to the Work governed by this Contract, or such other person as designated in writing by the Village Manager.

### **4. TERM OF CONTRACT**

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and shall expire on December 31, 2023. The Contractor shall invoice the Village for the Work provided pursuant to this Contract the rates set forth in its Proposal. The term of this Contract may be extended in writing for up to two (2) additional one (1)-year periods of time pursuant to the consent of the parties.

### **5. RATE ADJUSTMENT**

The Contractor shall be permitted to adjust its rates subject to one (1) adjustment annually, effective on the anniversary date of this Contract. Written notice to the Village from the Contractor must be provided for any annual rate adjustment providing the basis for the requested increase and supporting document justification on or before October 20 of each year of the Agreement. The annual adjustment shall be based upon 100% of the percentage of change of the *index published in September* (as defined below) as compared to the October index for the previous year. The index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's rates for services provided under this Contract in any year. If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and terminate the remaining term of this Contract.

## 6. 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.

## 7. 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 and is otherwise in default 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.

**8. DEFAULT/THE VILLAGE'S REMEDIES.**

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

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

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

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

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

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

(F) In addition to the above, if Contractor fails to complete any required Work pursuant to this Contract, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains

uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Work is not completed on time.

**9. 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.

**10. 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.

**11. 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 fifteen thirty (30) days written notice to the certificate holder named to the left."

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

**(A) Commercial General Liability:**

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

ii. Limits:

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

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

**(B) Workers' Compensation:**

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

**(C) Comprehensive Automobile Liability:**

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

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

**(D) Umbrella:**

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

(E) The Village, its officers, 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, employees, agents and volunteers as herein provided. The Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

**12. GUARANTY**

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

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



**13. STANDARD OF CARE.**

The Contractor shall endeavor to perform the Work pursuant to this Agreement Services with the same skill and judgment which can be reasonably expected from similarly situated contractors.

**14. AFFIDAVIT OR CERTIFICATE**

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

**15. 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, or personal service, or by facsimile or email transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

**To the Village:**

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302-4272  
Facsimile: (708) 358-5101  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**To the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

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 of facsimile or email transmission shall be effective as of date and time of facsimile 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 facsimile or email notice transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**16. 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.

**17. EFFECTIVE DATE**

The effective date of this Contract reflected above and below shall be the last date of its execution by one of the parties set forth below.

**18. 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.

**19. 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.

**20. CONTRACT BOND**

The Contractor, before commencing the work under this Contract, shall furnish a Contract Bond. The Contract Bond shall remain in effect during the term of this Agreement. The Contract Bond shall be in the amount of twenty five thousand dollars (\$25,000.00) as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on standard AIA Documents, 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 the defaulting Contractor may be made for the difference between the amount of the 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 proposal guarantee.

**21. 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.

**22. 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.

**23. 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.

**24. CONFLICT**

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

**25. 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.

**26. 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 documents to the Village pursuant to a FOIA request at no cost to the Village.

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

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

**28. 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.

**29. LIVING WAGE/MINIMUM WAGE**

The Contractor shall comply with the Village's living wage requirements as set forth in Section 2-6-20 ("Living Wage") of the Oak Park Village Code, as amended. The Contractor shall further comply with the Cook County Minimum Wage Ordinance, codified as Sections 42-7 through 42-19 of the Cook County Code, as amended, and the minimum wage requirements of the State of Illinois set forth in 820 ILCS 105/4, as amended. The Contractor shall pay its employees the greater of the Village's living wage, the minimum wage set forth in the Cook County Minimum Wage Ordinance or the minimum wage set forth in 820 ILCS 150/4 as applicable during the term of this Contract. The Contractor shall provide any and all certified payroll records pursuant to Section 28 of this Contract above in order to determine whether the Contractor is meeting said requirement.

**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**

**CONTRACTOR**

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

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

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

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

**ATTEST**

**ATTEST**

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

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

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

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

File Number

0086584-2



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

CITYESCAPE GARDEN & DESIGN LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 20, 2003, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



**In Testimony Whereof, I hereto set**  
*my hand and cause to be affixed the Great Seal of*  
*the State of Illinois, this 29TH*  
*day of DECEMBER A.D. 2021 .*

Authentication #: 2136302820 verifiable until 12/29/2022  
Authenticate at: <http://www.ilsos.gov>

*Jesse White*

SECRETARY OF STATE

# CITY OF CHICAGO

## LICENSE CERTIFICATE NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME **CITYESCAPE GARDEN & DESIGN LLC**

PRINTED ON:  
07/18/2022

DBA: **CITYESCAPE GARDEN & DESIGN LLC**  
AT: **3022 W. LAKE ST.  
CHICAGO, IL 60612**

LICENSE NO **1767139**

CODE **1010**

FEE: **\$\*\*\*\*250.00**

LICENSE: **Limited Business License**

MEMBER: **CONNIE L. RIVERA**

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

THIS **15** DAY OF **SEPTEMBER, 2022**

EXPIRATION DATE

ATTEST

**September 15, 2024**



*Lori E. Lightfoot*  
MAYOR

*Anna M. Valencia*  
CITY CLERK

ACCOUNT NO  
TRANS NO **310201** SITE: **1**



THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.

Verify that all of your Illinois Business Authorization Information is correct.

Verify that the information below correctly represents your business location. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

Chicago (Cook)  
Cook County

For all other corrections, contact our Central Registration Division at 217 785-3707.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. *Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.* Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

**Illinois Business Authorization**

CITY ESCAPE GARDEN & DESIGN LLC

3022 W LAKE ST  
CHICAGO IL 60612-1828

Expiration Date:  
3/31/2023

Loc. Code: 016-0001-1-003

Chicago (Cook)  
Cook County

**Certificate of Registration**  
Sales and use taxes and fees

(3401-5582)

ILLINOIS REVENUE

*[Signature]*  
Director

Issued Date: 01/31/2022

OFFICIAL DOCUMENT



Governor  
JB Pritzker



Director  
James L. Bennet

## State of Illinois Eligible Bidder / Public Contractor

CITYESCAPE GARDEN & DESIGN LLC

3022 W Lake Street

Chicago , IL, 60612

IDHR Eligibility Number: 121498-00

Type of IDHR Eligibility Number : Corporate Headquarters / Primary Location

The person, firm or corporation whose name appears on this certificate has registered and is authorized by the Illinois Department of Human Rights to bid on or be awarded public contracts, pursuant to 44 Ill. Admin. Code 750.210 and the Illinois Human Rights Act, 775 ILCS 52-105. The official status of this registration can be verified at [www.illinois.gov/DHR](http://www.illinois.gov/DHR).



Form Number:  
PC1  
Start Date  
05/25/2021  
Expiration Date  
05/24/2026

Illinois Department of Human Rights  
100 W. Randolph St., Suite 10-100  
Chicago, IL, 60601



JB Pritzker, Governor  
Jerry Costello II, Director

**Bureau of Environmental Programs**

State Fairgrounds | P.O. Box 19281 | Springfield, IL 62784-9281 | 217-785-2427 | Fax 217-524-4882 | TTY 866-287-2999

**Mail Address**

CITY ESCAPE GARDEN & DES. LLC  
3022 W. LAKE ST.  
CHICAGO, IL 60612-0000

**Physical Address**

CITY ESCAPE GARDEN & DES. LLC  
3022 W. LAKE ST.  
CHICAGO, IL 60612-0000

ATTN Certificate Holder:

Nursery Dealer Certificate # 519-3400

Below is your Nursery Dealer certificate for License Year 2022 valid for the period January 1, 2022 through December 31, 2022.

Please cut along the line and display the certificate in a prominent location in your place of business. A copy of this certificate must accompany any shipment of plant material from your business.





United States Department of Agriculture  
 Animal and Plant Health Inspection Service  
 Plant Protection & Quarantine  
 4700 River Road  
 Riverdale, MD 20737

**Protected Plant Permit**

**To engage in the business of importing, exporting, or re-exporting  
 terrestrial plants or plant products that are protected and regulated  
 by 50 CFR 17.12 or 23.23 (Threatened or Endangered Species)**

This permit was generated electronically via the ePermits system

<b>PERMITTEE NAME:</b>	City Escape Garden & Design, LLC	<b>PERMIT NUMBER:</b>	P355-20-00627
<b>CONTACT:</b>	Connie Rivera	<b>APPLICATION NUMBER:</b>	P621-201204-001
<b>ADDRESS:</b>	3022 Lake St Chicago, IL 60612	<b>DATE ISSUED:</b>	12/07/2020
<b>MAILING ADDRESS:</b>	3022 Lake St Chicago, IL 60612		
<b>PHONE:</b>	(773) 638-2000	<b>EXPIRES:</b>	12/07/2022
<b>FAX:</b>	(773) 638-2002		
<b>EMAIL:</b>	accounting@cityescape.biz		

**SPECIAL INSTRUCTIONS TO INSPECTORS**  
 See permit conditions below

**PERMIT CONDITIONS**


A copy of this permit (including all conditions) must accompany all shipments authorized under this permit. Upon arrival in the United States, the articles and shipping container(s) are subject to inspection by officials of Customs and Border Protection, Agriculture Inspection (CBP-AS) or Plant Protection and Quarantine (PPQ).

Convention on International Trade of Endangered Species (CITES) documentation must be obtained prior to importing, exporting or reexporting Threatened or Endangered Species.

This APHIS-issued import permit only covers compliance with APHIS regulations and requirements. Therefore, this APHIS permit for the commodity to be imported does not reduce or eliminate the permittee's legal duty and responsibility to likewise comply with all other Federal and State regulatory requirements applicable to the commodity to be imported.

Protected species of timber and timber products are regulated under the Lacey Act (16 U.S.C. 3371 et seq.) as amended in 2008, and importers may be required to submit the Lacey Act Plant and Plant Product Declaration Form (PPQ Form 505) when filing for entry into the United

Permit Number P355-20-00627

<p>THIS PERMIT HAS BEEN APPROVED ELECTRONICALLY BY THE FOLLOWING PPQ HEADQUARTER OFFICIAL VIA EPERMITS.</p>  <p><b>Kenneth Kitchell</b></p>	<p>DATE</p> <p>12/07/2020</p>
--	-------------------------------

WARNING: Any alteration, forgery or unauthorized use of this Federal Form is subject to civil penalties of up to \$250,000 (7 U.S.C. 7724(b)) or punishable by a fine of not more than \$10,000, or imprisonment of not more than 5 years, or both (18 U.S.C. 1001)

States. To determine if a particular product is subject to these requirements, please consult the current implementation schedule for the enforcement of declaration requirements at : [http://www.aphis.usda.gov/plant\\_health/lacey\\_act/downloads/ImplementationSchedule.pdf](http://www.aphis.usda.gov/plant_health/lacey_act/downloads/ImplementationSchedule.pdf) >  
Additional information on the Lacey Act Program is available at: [http://www.aphis.usda.gov/plant\\_health/lacey\\_act/index.shtml](http://www.aphis.usda.gov/plant_health/lacey_act/index.shtml).

1. If you are importing CITES/ESA regulated live plant material for planting, you may also need to complete a PPQ Form 587 to import plants or plant products. Please see the following site for a list of plants and plant parts intended for planting that require a permit: [http://www.aphis.usda.gov/plant\\_health/permits/permit\\_plantmaterials.shtml](http://www.aphis.usda.gov/plant_health/permits/permit_plantmaterials.shtml)

2. If you are engaging in the business of importing CITES/ESA regulated timber or timber products complete PPQ Form 621 and PPQ Form 585. Please see the link below for the CITES I, II, III Timber Species Manual for additional information and regulated species: [http://www.aphis.usda.gov/import\\_export/plants/manuals/ports/downloads/cites.pdf](http://www.aphis.usda.gov/import_export/plants/manuals/ports/downloads/cites.pdf)

3. CITES listed plants and plant products must enter the United States through a "Designated Port" listed on the link provided: [http://www.aphis.usda.gov/import\\_export/plants/plant\\_imports/downloads/list.pdf](http://www.aphis.usda.gov/import_export/plants/plant_imports/downloads/list.pdf)

4. If the shipment is for export or re-export, a copy of the USDA-APHIS ePermits-issued Protected Plant Permit must be presented, for the re-exporter to engage in the commercial trade of CITES/ESA listed plants and plant products.

5. If the USFWS-issued CITES Re-export Certificate or Other Certificate requires that the permittee attach a copy of the CITES Export Permit or Certificate issued by the Management Authority in the country of origin, CBP or USDA will verify that the CITES Appendix I, Appendix II, or Appendix III regulated timber or articles were originally legally imported into the U.S.

6. The permittee must provide CBP or USDA with a legible copy of a valid foreign CITES Export Permit or Certificate that was previously endorsed (stamped, released, signed, and dated by a PPQ Plant Health Safeguarding Specialist, PPQ Export Certification Specialist or a CBP-Agriculture Specialist) at the CITES-designated port where the shipment was originally imported.

7. In addition to any CITES re-export documents, a Federal Phytosanitary Certificate may also be required for the re-export of CITES Appendix I, II, or III regulated timber or articles and can ONLY be issued at a designated port that is to re-export CITES-regulated logs and lumber and contingent upon compliance with all CITES requirements.

**END OF PERMIT CONDITIONS**

Permit Number P356-20-00627

THIS PERMIT HAS BEEN APPROVED ELECTRONICALLY BY THE FOLLOWING PPQ HEADQUARTER OFFICIAL VIA EPERMITS.



Kenneth Kitchell

DATE

12/07/2020

WARNING: Any alteration, forgery or unauthorized use of this Federal Form is subject to civil penalties of up to \$250,000 (7 U.S.C. § 7734(b)) or punishable by a fine of not more than \$10,000, or imprisonment of not more than 5 years, or both (18 U.S.C. § 1001)

# The International Society of Arboriculture


Hereby Announces That

*Michael J. Eisen, RLA, ASLA*

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

  
Caitlyn Pollihan  
CEO & Executive Director

23 May 2005	30 June 2023	IL-4611A
Issue Date	Expiration Date	Certification Number

**ANAB**  
ANSI National Accreditation Board  
**ACCREDITED**  
PERSONNEL CERTIFICATION  
BODY

09847  
ISA Certified Arborist



ID  
CARD

ILLINOIS DEPARTMENT OF AGRICULTURE  
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS  
DEPARTMENT OF AGRICULTURE  
SPRINGFIELD, ILLINOIS



LIC# CA74721  
EXPIRES December 31, 2024

CITY ESCAPE GARDEN & DESIGN  
MICHAEL J ELSEN  
3022 WEST LAKE STREET  
CHICAGO IL 60612

*Michael J. Elsen*

SIGNATURE

ILLINOIS PESTICIDE ID CARD

LIC# CA74721      USAPLANTS ID: 000VRN  
COMMERCIAL APPLICATOR

General Standards  
Ornamental

(FOLD LINE)

IL406-1122 X021-406-0030

# THE CINCINNATI INSURANCE COMPANY

## Performance Bond

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

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

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

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

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

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

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

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

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

### CONSTRUCTION CONTRACT

Date: February 14, 2023

Amount: \$141,322

Description (Name and location):

2023 ICA for Villages-Wide Regular Landscape Maintenance

### BOND

Date (Not earlier than Construction Contract Date): February 14, 2023

Amount: \$50,000

Modifications to this Bond:

None

See Section 16

### CONTRACTOR AS PRINCIPAL

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

Signature: Connie Rivere

Name and Title: Connie Rivere  
Managing Member

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

(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT or BROKER:**

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

### SURETY

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

Signature: Jennifer Angell

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



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

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

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

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

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

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

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

5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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



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

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

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

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

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

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

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

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

#### 14 Definitions

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

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

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

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

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

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

16 Modifications to this bond are as follows:

This bond is for an annual term beginning 2/14/23 ending 12/31/23

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

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

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

**CONTRACTOR AS PRINCIPAL**

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

City Escape Garden & Design LLC

Signature: Connie Rivera

Name and Title: Connie Rivera  
Managing Member

Address: 3022 West Lake St,  
Chicago IL 60612

**SURETY**

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

Cincinnati Insurance Company

Signature: [Signature]

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

Address: 333 IL Route 83 Suite 200, Mundelein, IL 60060



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

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

# 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 14, 2023

Amount: \$141,322

Description (Name and location):

2023 ICA for Village-Wide Regular Landscape Maintenance

### BOND

Date (Not earlier than Construction Contract Date): February 14, 2023

Amount: \$50,000

Modifications to this Bond:

None

See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

City Escape Garden & Design LLC

Signature: Connie Rivera

Name and Title: Connie Rivera  
Managing Member

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

### SURETY

Company: (Corporate Seal)

THE CINCINNATI INSURANCE COMPANY

Signature: [Signature]

Name and Title: Annifer Angall, Attorney-in-Fact



(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Oaklane Insurance Agency (647) 363-7822, 333 N. Route 63 Suite 200, Mundelein, IL 60060

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

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

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

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

## **16 Definitions**

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

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

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

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

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

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

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

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

This bond is for an annual term beginning 2/14/23 ending 12/31/23

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

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

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

**CONTRACTOR AS PRINCIPAL**

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

Signature: Connie Rivere

Name and Title: Connie Rivere  
Managing Member

Address: 3022 West Lake St.  
Chicago IL 60612

**SURETY**

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

Signature: [Signature]

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

Address: 333 IL Route 83, Suite 200, Mundelein, IL 60060



THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

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

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

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

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

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

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

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



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Vestre*

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



*Keith Collett*

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

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

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

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



*Ed H.*



CITY-C1

OP ID: ACCT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/31/2022

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).

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


## 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ENP0380161 ENP0380161	04/01/2022 04/01/2022	04/01/2023 04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 E&O/ Prof \$ 1,000,000
A	<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	04/01/2022	04/01/2023	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	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WC94628-00	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	POLLUTION		G28295078001	04/13/2022	04/13/2023	POLLUTION 2,000,000
A	Lease/Rent Equip		ENP0380161			L&R Equip 80,000

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

## CERTIFICATE HOLDER CANCELLATION

<b>CERTIFICATE HOLDER</b> VILLAGO Village of Oak Park 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 



**NOTEPAD:**

HOLDER CODE **VILLAGO**  
INSURED'S NAME **City Escape Garden & Design LLC**

CITY-C1  
OP ID: ACCT

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Date **03/31/2022**

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