



Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

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

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

Agent Information

Name

BARRY C. KESSLER

Address

1275 MILWAUKEE AVE STE 300
GLENVIEW , IL 60025

Change Date

Thursday, 31 January 2013

Annual Report

For Year

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

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December 6, 2022

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

Re: Contract Price Adjustment for Village of Oak Park 2021 Seasonal
Container Display and Maintenance Contract

Dear Grant:

Pursuant to SECTION II BID INSTRUCTIONS, TERMS AND CONDITIONS (Contract Renewal) of the above-referenced contract between City Escape Garden & Design, LLC and the Village of Oak Park, City Escape requests a 5% price increase for the 2023 Contract Renewal. This price adjustment is based upon the percentage of change of the CPI published in September as compared to the September index for the previous year. Attached please find the table reflecting the proposed price increase.

Your consideration of this request is appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Connie Rivera".

Connie Rivera
City Escape Garden & Design



Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 ▼ To: 2022 ▼ 
☐ include graphs ☐ include annual averages [More Formatting Options](#) 

Data extracted on: October 25, 2022 (9:23:32 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
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	225.581	226.878
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				283.926	

12-Month Percent Change

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
2012	3.1	3.1	2.9	2.4	1.6	1.6	1.3	1.7	2.0	2.2	1.7	1.7	2.4	1.8
2013	1.5	1.9	1.3	0.9	1.2	1.8	2.0	1.5	1.0	0.8	1.1	1.5	1.4	1.3
2014	1.6	1.0	1.4	2.0	2.1	2.0	1.9	1.6	1.6	1.5	1.1	0.3	1.7	1.3
2015	-0.8	-0.6	-0.6	-0.8	-0.6	-0.4	-0.3	-0.3	-0.6	-0.4	0.1	0.4	-0.6	-0.2
2016	1.2	0.7	0.5	0.8	0.7	0.6	0.4	0.7	1.2	1.4	1.5	2.0	0.8	1.2
2017	2.5	2.8	2.3	2.1	1.8	1.5	1.6	1.9	2.3	2.1	2.3	2.2	2.2	2.1
2018	2.1	2.3	2.4	2.6	3.0	3.1	3.2	2.9	2.3	2.7	2.2	1.8	2.6	2.5
2019	1.3	1.3	1.8	1.9	1.7	1.4	1.7	1.5	1.5	1.6	1.9	2.3	1.6	1.7
2020	2.5	2.3	1.5	0.1	-0.1	0.5	1.0	1.4	1.5	1.3	1.3	1.4	1.1	1.3
2021	1.6	1.9	3.0	4.7	5.6	6.1	6.0	5.8	5.9	6.9	7.6	7.8	3.8	6.7
2022	8.2	8.6	9.4	8.9	9.3	9.8	9.1	8.7	8.5				9.0	



Item K.
Approved

[Sign In](#)

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

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File #:	RES 22-56	Name:	
Type:	Resolution	Status:	Consent Agenda
		In control:	President and Board of Trustees
On agenda:	3/7/2022	Final action:	
Title:	A Resolution Approving the Renewal of the Independent Contractor Agreement with CityEscape Garden & Design LLC for 2022 Village-Wide Container Seasonal Display and Maintenances Services in an Amount not to exceed \$91,000.00 and Authorizing its Execution		
Attachments:	1. Resolution -Seasonal Containers - CityEscape , 2. Renewal - Seasonal Containers - CityEscape , 3. Attachments - Seasonal Containers - CityEscape - Contract Documents		

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

Submitted By

John P. Wielebnicki, Public Works Director

Reviewed By

AMZ

Agenda Item Title

A Resolution Approving the Renewal of the Independent Contractor Agreement with CityEscape Garden & Design LLC for 2022 Village-Wide Container Seasonal Display and Maintenances Services in an Amount not to exceed \$91,000.00 and Authorizing its Execution

Overview

This agenda item is for the Container Seasonal Display and Maintenance Services for 2022. It is proposed to renew the existing agreement with CityEscape Garden & Design LLC, of Chicago, IL. This is the first of two annual renewals included in the original agreement. The Village maintains the installs and maintains plant material in approximately 560 containers across multiple business districts.

Recommendation

Approve the Resolution.

Fiscal Impact

The Fiscal Year 2022 budget General Fund, General Contractuals account no. 1001-43800-742-530660 provides funds for landscaping services across the Village. This item is for the Container Seasonal Display and Maintenance services of which \$91,000.00 will be utilized.

This contract does not include seasonal display and maintenance services in "Downtown Oak Park" (DTOP) which will be handled under an agreement with DTOP for that maintenance with \$25,000.00 in funds also coming from the above budget line item.

Background

The Village maintains the landscaping in multiple business districts across the Village. Village staff, business owners, and residents place high importance on the quality and cleanliness of their business districts. Part of providing a high-quality unified streetscape design across the Village is the installation and maintenance of plant material in approximately 560 above ground movable container landscape planters.

City Escape Garden & Design LLC was the low-responsive bidder for this contract when the work was bid out in November 2020. They have completed this type of work for the Village in the past including in 2021. They are a quality contractor who provides excellent service. Village staff is requesting to exercise the first of the two possible renewals outlined in the original contract. The scope of work has been increased in 2022 to include a fall container rotation. This renewal is the first of two included with the original agreement with CityEscape Garden & Design LLC.

The Container Seasonal Display program work begins in May with a cleanup and installation of perennial and annual planting materials in 560 containers across the multiple business districts. The containers are visited every couple of days as necessary to water the plants and maintain the containers. There is a second installation that occurs in the fall with material more appropriate to the season. Those plants are watered and maintained through November.

The following is the proposed contract amount for this project:

- Base Installation and Maintenance: \$57,240.00
- Estimated 800 Hours of watering at \$40.95 per hour: \$32,760.00
- Plant additions, replacements, extra watering, or other required work: \$1,000.00

The total not to exceed amount for this contract is proposed to be \$91,000.00.

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 THE RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT
WITH CITYESCAPE GARDEN & DESIGN LLC FOR 2022 VILLAGE-WIDE CONTAINER SEASONAL
DISPLAY AND MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED
\$91,000.00 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 container seasonal display and maintenance services in an amount not to exceed \$91,000.00 in fiscal year 2022 and the Interim 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 7th day of March, 2022 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 Walker-Peddakotla				✓

APPROVED this 7th day of March, 2022.


Vicki Scaman, Village President

ATTEST


Christina M. Waters, Village Clerk

ORIGINAL

**RENEWAL OF AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE
VILLAGE OF OAK PARK AND CITYESCAPE GARDEN & DESIGN LLC FOR
VILLAGE-WIDE CONTAINER SEASONAL DISPLAY AND MAINTENANCE SERVICES FOR 2022
IN AN AMOUNT NOT TO EXCEED \$91,000.00**

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 (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 23, 2021 (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 \$91,000.00.

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

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.

2. **RENEWAL OF AGREEMENT.** The Agreement between the Parties is hereby renewed pursuant to the terms of the Agreement from the date of execution of this renewal and ending on December 31, 2022.

3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.

4. **EFFECTIVE DATE.** This Renewal shall be effective on the date of its execution by the Interim Village Manager of the Village of Oak Park.

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

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

VILLAGE OF OAK PARK


By: Lisa Shelley
Its: Interim Village Manager


Dated: 3/11, 2022

ATTEST


By: Christina M. Waters
Its: Village Clerk


Dated: 3/14, 2022

CITYESCAPE GARDEN & DESIGN LLC


By: Connie Rivere
Its: Managing member

Dated: 3/21, 2022

ATTEST


By: Rebecca DeTina
Its: Accounting Mgr

Dated: 3/21, 2022

REVIEWED AND APPROVED
AS TO FORM


MAR 07 2022
LAW DEPARTMENT



Office of the Secretary of State Jesse White
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

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

Entity Information

Principal Office
3022 W LAKE ST
CHICAGO, IL 60612

Entity Type
LLC

Type of LLC
Domestic

Organization/Admission Date
Thursday, 20 February 2003

Jurisdiction
IL

Duration
Monday, 31 December 2029

Agent Information

Name

BARRY C. KESSLER

Address

1275 MILWAUKEE AVE STE 300
GLENVIEW , IL 60025

Change Date

Thursday, 31 January 2013

Annual Report**For Year**

2022

Filing Date

Wednesday, 29 December 2021

Managers**Name****Address**

RIVERA, CONNIE L
219 E LAKE SHORE DRIVE #11AB
CHICAGO, IL 60611

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

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



CITY-C1

OP ID: JK

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 03/24/2021

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 <input checked="" type="checkbox"/> Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENP0380161 ENP0380161 ENP0380161	04/01/2021 04/01/2021 04/01/2021	04/01/2022 04/01/2022 04/01/2022	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 Pollution \$ 100,000
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	04/01/2021	04/01/2022	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	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC0573128	04/01/2021	04/01/2022	<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
A	Property Section			ENP0380161	04/01/2021	04/01/2022	BLDG 2,142,595 BPP 556,973

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

Please see attached

CERTIFICATE HOLDER

VILLAGO

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

NOTEPAD:

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

CITY-C1
OP ID: JK

PAGE 2
Date **03/24/2021**

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

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: March 21, 2022

Amount: \$25,000.00

Description (Name and location):

Village Wide Container Seasonal Display & Maintenance.

BOND

Date (Not earlier than Construction Contract Date): March 21, 2022

Amount: \$25,000.00

Modifications to this Bond:

☐ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

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

Signature: Lonnie Pinere

Name and Title:

(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
333 II Route 83 Ste 200
Mundelein, IL

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: Samuel Brandl

Name and Title:

Samuel Brandl 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:

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

CONTRACTOR AS PRINCIPAL *LLC No scene*

Company: (Corporate Seal)

City Escape Garden & Design LLC

Signature: Connie Revere

Name and Title:

Address:

SURETY

Company: (Corporate Seal)

Cincinnati Insurance Company

Signature: Samuel Brandl

Name and Title:

Samuel Brandl Attorney-in Fact

Address:

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 and/or Samuel P. Brandl

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. Ventre

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



Keith 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.

THE CINCINNATI INSURANCE COMPANY

Payment Bond

CONTRACTOR (Name, legal status and address):

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

OWNER (Name, legal status and address):

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

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

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

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: March 21, 2022

Amount: \$25,000.00

Description (Name and location):

Village Wide Container Seasonal Display & Maintenance.

BOND

Date (Not earlier than Construction Contract Date): March 21, 2022

Amount: \$25,000.00

Modifications to this Bond:

☐ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

City Escape Garden & Design LLC

Signature: Connie Ruere

Name and Title:

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

SURETY

Company: (Corporate Seal)

THE CINCINNATI INSURANCE COMPANY

Signature: Samuel Brandt

Name and Title:

Samuel Brandt Attorney in fact

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

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

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

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

16 Definitions

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

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

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

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

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

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

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

18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: *No Seal*
(Corporate Seal)
City Escape Garden & Design LLC

Signature: Connie Ruere

Name and Title:

Address:

SURETY

Company: 
(Corporate Seal)
Cincinnati Insurance Company

Signature: Samuel Brandl

Name and Title:

Samuel Brandl Attorney-in fact

Address:

Search Cyberdriveillinois.com

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

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

Entity Information

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

Agent Information

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



Oak Park

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

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

DATE: March 2, 2021

PROJECT:

ATTN:

RE:

Connie Rivera

Village Wide Regular Landscape Maint.

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

COPIES	PROJECT NUMBER	DESCRIPTION
3		Village Wide Regular Landscape Maintenance

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

☒ SIGNED CONTRACT WITH ATTEST SIGNATURE (RETURN TWO COPIES ONLY)

☒ CERTIFICATE OF INSURANCE

☒ CONTRACTOR BOND

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

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

Address: 201 South Boulevard, Oak Park, IL 60302

Phone: (708) 358-5700

Email: Dstanislavski@oak-park.us

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

TRANSMITTED BY: Diane Stanislavski

SIGNATURE: _____

RESOLUTION

A RESOLUTION APPROVING THE RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH CITYESCAPE GARDEN & DESIGN LLC FOR VILLAGE WIDE REGULAR LANDSCAPE MAINTENANCE SERVICES IN 2021 IN AN AMOUNT NOT TO EXCEED \$95,000.00 AND AUTHORIZING ITS EXECUTION

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Renewal of the Independent Contractor Agreement ("Renewal") with CityEscape Garden & Design LLC of Chicago, Illinois, for regular landscape maintenance services in 2021 in an amount not to exceed \$95,000.00 is approved and the Village Manager is authorized to execute the Renewal in substantially the form attached.

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

ADOPTED this 16th day of February, 2021, pursuant to a roll call vote as follows:

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

APPROVED this 16th day of February, 2021.


Anan Abu-Taleb, Village President

ATTEST


Vicki Scaman, Village Clerk



December 14, 2021

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

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

Dear Grant:

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

Your consideration of this request is appreciated.

Sincerely,

A handwritten signature in black ink that reads "Connie Rivera".

Connie Rivera
City Escape Garden & Design



Databases, Tables & Calculators by Subject

Change Output Options:

From: 2011 To: 2021 [GO](#)

☐ include graphs ☐ include annual averages

[More Formatting Options](#)

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

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

Series Id: CWURS23ASAO

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
2011	209.016	210.106	212.256	213.633	215.358	215.325	214.437	214.740	215.005	214.145	213.704	212.597	213.360
2012	214.298	214.022	217.065	217.174	216.829	216.311	215.690	217.378	218.243	217.725	216.638	215.947	216.443
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
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
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
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
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
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
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
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
2021	237.602	239.091	240.820	243.551	245.943	247.637	248.622	248.640	249.336				

12-Month Percent Change

Series Id: CWURS23ASAO

Not Seasonally Adjusted

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

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

Item: All items

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	1.7	2.2	2.8	3.5	4.2	4.6	3.9	4.1	3.9	3.5	3.4	2.5	3.4	3.2	3.6
2012	2.5	1.9	2.3	1.7	0.7	0.5	0.6	1.2	1.5	1.7	1.4	1.6	1.4	1.6	1.3
2013	0.9	2.3	0.8	0.8	1.6	1.9	1.8	1.0	0.5	0.3	0.4	0.4	1.0	1.4	0.7
2014	1.4	0.6	2.0	2.6	1.8	2.1	2.0	2.0	2.2	2.0	1.6	1.2	1.8	1.7	1.9
2015	0.2	0.8	1.2	1.6	1.1	1.2	1.0	0.5	1.1	0.7	0.4	0.4	0.8	1.0	0.7

Approved

[Sign In](#)

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

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File #:	RES 21-56	Name:	
Type:	Resolution	Status:	Consent Agenda
		In control:	President and Board of Trustees
On agenda:	2/16/2021	Final action:	
Title:	A Resolution Approving an Independent Contractor Agreement with CityEscape Garden & Design LLC for Village Wide Container Seasonal Display and Maintenance Services in 2021 in an Amount Not to Exceed \$65,000.00 and Two Additional One Year Option Periods and Authorizing Its Execution		
Attachments:	<u>1. Resolution - Container Plantings - CityEscape LLC, 2. Independent Contractor Agreement- CityEscape LLC, 3. Attachment - Seasonal Container Display - CityEscape - Bid Documents, 4. Attachment - Seasonal Container Display - Bid Summary</u>		

[History \(0\)](#)[Text](#)**Submitted By**

John P. Wielebnicki, Public Works Director

Reviewed By

LKS

Agenda Item Title

A Resolution Approving an Independent Contractor Agreement with CityEscape Garden & Design LLC for Village Wide Container Seasonal Display and Maintenance Services in 2021 in an Amount Not to Exceed \$65,000.00 and Two Additional One Year Option Periods and Authorizing its Execution

Overview

In November of 2020 the Village requested bids for scaled down Village Wide Container Season Display and Maintenance Services for 2021. CityEscape Garden & Design LLC of Chicago IL was the

low responsive bidder. It is proposed to award a contract with CityEscape Garden & Design for 2021.

Recommendation

Approve the Resolution.

Fiscal Impact

The Fiscal Year 2021 Public Works Forestry, General Fund Budget, General Contractuals account no. 1001-43800-742-530660 provides a total of \$115,000.00 for two landscaping contracts: 1) Business District Landscape Maintenance (\$50,000.00) and 2) Container Seasonal Display and Maintenance (\$65,000.00).

This item is for the Container Seasonal Display and Maintenance services with a proposed not to exceed of \$65,000.00.

Background

The Village maintains the landscaping in multiple business districts across the Village. Village staff, business owners, and residents place high importance on the quality and cleanliness of their business districts.

Part of providing a high-quality unified streetscape design across the Village is the installation and maintenance of plant material in approximately 475 above ground movable container landscape planters. The Village has contracted out for this service program for several years and the most recent contract expired in Fiscal Year 2020.

In 2020 due to the COVID-19 pandemic the contract was significantly reduced to save on costs. Rather than renewing the existing contract staff rebid the work in November of 2020 with a scaled down program including a small plant palette and single rotation rather than the typical two.

CityEscape Garden & Design is the low responsive bidder for this contract. They have completed this work for the Village in the past (2014 - 2019). They are a quality contractor who provides excellent service.

The following is the proposed contract amount for this project:

- Base Installation and Maintenance: \$37,569.83
- Estimated 700 Hours of watering at \$39.00 per hour: \$27,300.00

Total not to exceed amount for this contract is proposed to be \$65,000.00 (Base \$37,569.83 + Watering \$27,300.)

This agreement would include the possibility of two optional one year renewals.

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

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

ORIGINAL**RESOLUTION**

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT
WITH CITYSCAPE GARDEN & DESIGN LLC FOR VILLAGE WIDE CONTAINER SEASONAL
DISPLAY AND MAINTENANCE SERVICES IN 2021 IN AN AMOUNT
NOT TO EXCEED \$65,000.00 AND TWO ADDITIONAL ONE YEAR OPTION
PERIODS AND AUTHORIZING ITS EXECUTION**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") for Village wide container seasonal display and maintenance services in 2021 with CityEscape Garden & Design LLC in an amount not to exceed \$65,000.00 and two additional one year option periods is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

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

ADOPTED this 16th day of February, 2021, pursuant to a roll call vote as follows:

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

APPROVED this 16th day of February, 2021.


Anan Abu-Taleb, Village President

ATTEST


Vicki Scaman, Village Clerk



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract" or "Agreement") is entered into on this 23 day of February, 2021, 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").

WHEREAS, Contractor submitted a Bid dated November 20, 2020 a copy of which is attached hereto and incorporated herein by reference, to provide Village wide container seasonal display and 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 November 4, 2020, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Bid that it has the necessary personnel, experience, and competence to promptly complete the Project and the work required hereunder (hereinafter referred to as the "Work"); and

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

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

1. RECITALS INCORPORATED

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

2. SCOPE OF WORK

The Contractor shall perform the Project in accordance with its Proposal in an amount not to exceed \$65,000.00 ("Contract Price"). The Contractor shall complete the Project in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Bids, the Contractor's Bid and this Contract, all of which together shall constitute the Contract Documents. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good

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

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

3. DESIGNATED REPRESENTATIVES

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Public Works Director or the Public Works Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on December 31, 2021. The Village shall have the

right to renew this Contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Contractor shall be permitted to increase or decrease its Contract price for each annual renewal. The annual adjustment shall be based upon 100% of the percentage of change of the index published in September as compared to the September index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The Contractor must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village sixty (60) days before the expiration of the applicable term. If the Village rejects the Contractor's proposed price change, the Village shall have the option to not to renew this Contract.

5. PAYMENT SCHEDULE

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

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

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

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

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

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

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is

caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

9. INSURANCE

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

- i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

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

10. GUARANTY

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

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

11. AFFIDAVIT OR CERTIFICATE

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

12. NOTICES

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

To the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

To the Contractor:

Connie Rivera
CityEscape Garden & Design LLC
3022 W. Lake Street
Chicago, Illinois 60612
Email: connie@cityescape.biz

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

effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

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

14. EFFECTIVE DATE

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

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

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

16. INDEPENDENT CONTRACTOR

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

17. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount twenty-five thousand (\$25,000.00) dollars as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the

Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

18. GOVERNING LAW AND VENUE

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

19. AMENDMENTS AND MODIFICATIONS

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

20. NON-WAIVER OF RIGHTS

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

21. CONFLICT

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

22. HEADINGS AND TITLES

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

23. COOPERATION OF THE PARTIES

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

24. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

25. CERTIFIED PAYROLL

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

26. EQUAL OPPORTUNITY EMPLOYER

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

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

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement

may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

**[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


By: Cara Pavlicek
Its: Village Manager


Date: 2/23, 2021

ATTEST


By: Vicki Scaman
Its: Village Clerk


Date: 2/23, 2021

CITYSCAPE GARDEN & DESIGN LLC


By: Connie Rivera
Its: Managing Member

Date: 3/15, 2021

ATTEST


By: Rebecca Ortiz
Its: Acting Manager

Date: 3/15/21, 2021

REVIEWED AND APPROVED
AS TO FORM

FEB 17 2021

LAW DEPARTMENT

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 23, 2021

Amount: \$25,000.00

Description (Name and location):

Village Wide Container Seasonal Display & Maintenance.

BOND

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

Amount: \$25,000.00

Modifications to this Bond:

☐ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

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

Signature: Connie Rivera

Name and Title: Connie Rivera
managing member

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: [Signature]

Name and Title: Jim Koup
Attorney in Fact

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

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

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

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:

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

City Escape Garden & Design LLC

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: *Jim Koup*
Attorney in Fact

Address: *333 E RT 83*
Mundelein IL 60060



CITY-C1

OP ID: KAT

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E & O <input checked="" type="checkbox"/> Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		ENP0380161 ENP0380161 ENP0380161	04/01/2020 04/01/2020 04/01/2020	04/01/2021 04/01/2021 04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGO \$ 2,000,000 Pollution \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EBA0380161	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	ENP0380161	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EWC0573128	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Section		ENP0380161	04/01/2020	04/01/2021	BLDG \$ 2,040,567 BPP \$ 530,450

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

Please see attached

CERTIFICATE HOLDER

CANCELLATION

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 <i>John P. Brandl</i>
---	--

NOTEPAD:

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

CITY-C1
OP ID: KAT

PAGE 2
Dte 03/05/2021

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

SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park 2021 Seasonal Container Display and Maintenance
Bid Number: 20-143
Issuance Date: 11/04/20

The Village of Oak Park will receive Bids from qualified contractors to preform seasonal landscape container displays and maintenance during the calendar year 2021 pursuant to this Request for Bids. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 2:00 p.m. on Wednesday November 20, 2020. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

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

Due to COVID-19 separation protocols, the Oak Park Public Works Center is closed to the public. To hand deliver proposals, proposers may leave the proposals in the Public Works mailbox or call Public Works at 708-358-5700 and a representative will accept the bid package at the door. There will not be a formal 'bid opening' for the contract. Electronic signatures will be accepted on all documents.

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 Assistant Public works Director, Rob Sproule at 708-358-5700 or rsproule@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: 20-143 Village Wide Seasonal Container Display and Maintenance", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Rob Sproule, Assistant Public Works Director
Department of Public Works
201 South Blvd.
Oak Park, IL 60302

SECTION II

BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid:

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

Bid Bond

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

Contract Term

The initial contract term shall be from the date of award to December 31, 2021. 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 Assistant Public Works Director or his designee.

Contract Renewal

The Village will have the right to renew the contract for two additional one year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal. 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 September index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The Bidder must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village 60 days before the expiration of the applicable term. If the Village rejects the proposed price change, it will have the option not to renew the contract.

Notice to Proceed

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

Recertification

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

Award of Agreement

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

Costs of Preparation

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

Taxes not Applicable

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

Withdrawal of Bids:

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

Investigation of Contractors

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

Rejection of Contractor

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

Conditions

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

Compliance with Applicable Laws

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

Governing Law

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

Subletting of Agreement

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

Interpretation of Agreement Documents:

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

Minority Business and Women Business Enterprise Requirements

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

Licenses

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

Agreement

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

Contract Bond

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

Fees and Cost

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

Dispute Resolution

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

Village and Park District of Oak Park Logo or Likeness Use

The official logo of the Village or Park District of Oak Park is not to be used in any form. Use of the Village or Park District 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.

III

GENERAL SPECIFICATIONS

Scope of Work

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

Responsibility of Contractor

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

Extent of Services

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

Alterations, Omissions and Extra Work

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

Method of Payment

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

Change Orders

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

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

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

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

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

Correction of Work Prior To Final Payment

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

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

Bidder's Representative

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

Workers

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

Time of Work

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

Dispute Resolution

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

Reporting Requirements

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

Detail Specifications: All Contracts**1. Location of Landscape Maintenance Work**

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

2. Commencement of Work

For the Container Season Display contract, the summer rotation shall be planted no later than May 7, 2021, unless agreed upon by both parties based on weather condition. Work in all areas will then continue through the contract season until November 30th unless the Assistant Public Works Director grants an extension or identifies an early termination date.

3. Reporting

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

4. Property Damage

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

5. Idling of Equipment

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

6. Leaf Blower Noise Restriction

The Village of Oak Park has a noise ordinance (Section 17-1-30-H) that governs the use of leaf blowers. Contractor must meet all requirements outline within the Village Code. Copies of the code can be found on the Village Website or provided by the Department of Public Works.

7. Periodic Inspection

Upon Request the contractor must provide the location of crews working within the village. The Assistant Public Works Director or his representative will periodically inspect the work and will always be available should any problems arise. The Assistant Public Works Director 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 Assistant Public Works Director or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Assistant Public Works Director, 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 Assistant Public Works Director 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 Assistant Public Works Director.

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: Container Seasonal Display and Maintenance

The Village has collaborated to install unified streetscape improvement on various business districts throughout the Village. That project was designed to include unified landscaping, including planters. This Bidder is responsible for the installation and maintenance of plant material in approximately 540 above ground planters. The design for the installation will be provided for the Bidder after assignment. Bidding shall be based on the 2020 summer design plant sizes and quantities to give bidders an understanding of scale. Pricing for future designs will be based on plant size pricing provided on the including bidding sheet.

All planters in business areas and other locations shall be planted with a summer rotation in season. Type, species, size, and quantity of plant material shall be approved by the Village prior to installation. Plant schedules for quantities, species and sizes will be provided after award is made to the successful contractor (see required schedule below). Replacement of missing grasses, transplanting, replanting, and division and replanting of grasses/perennials shall be at the direction of the Assistant Public Works Director as an approved extra, not as part of base bid.

A Landscape Architect/Village Consultant will supervise all work by the contractor for the entire duration of each rotation installation in addition to the transplanting, division, and replacement of existing plant material as noted on the drawings. It is required that the Contractor work directly with the Landscape Architect / Village Representative throughout this process. Both the Assistant Public works Director and Village Consultant should be included on all emails. A minimum of 48 hour notice to the Assistant Public Works Director and Village Consultant is required prior the starting the installation of the summer or fall rotation. Village Staff or the Landscape Consultant will also regularly inspect the condition of the containers across the Village.

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

1. Summer Rotation Installation:

The Forestry Superintendent and Landscape Consultant will meet with the awarded contractor on **December 2, 2020** to present the Summer Rotation. This will include proposed plants and quantities with layouts. The contractor will have two (2) weeks to review the proposed designs and confirm plant availability. The contractor will meet again with the Assistant Public Works Director and Landscape Consultant on **December 16, 2020** to confirm acceptance of the proposed designs, propose any substitutions and deliver an estimated rotation installation cost. The Village will confirm final plant selections, quantities, and final plants on **December 21, 2020**. Meeting dates may be adjusted at the agreement of all parties.

The summer rotation shall be planted no later than May 7, 2021, (unless weather conditions warrant a later date and then only with the approval of the Assistant Public

Works Director) and be maintained through November 30, 2021, unless otherwise directed by the Assistant Public works Director or his/her designee.

It is the responsibility of the successful bidder to locate, deliver to the site, and keep in good health all plant material specified for each seasonal rotation. All flowering plants should be budding/newly flowering at time of planting. All work shall be completed as specified in a timely manner as proposed on the landscape plans. Fill all planters with approved planting medium as required to a finished grade within one inch (1") of top of planter prior to plant installation. Clean up of spent plant material and cutting back of ornamental grasses shall be performed by contractor before the summer rotation installed and shall be incidental to the contract.

The Downtown Oak Park (DTOP) commercial district shall have its own pay items for this work. All other commercial districts and municipally-owned properties included in this contract have been grouped together and will be paid for under similar but separate pay items as Village of Oak Park (VOP) areas.

2. Replacement Material:

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

3. Maintenance:

All planters shall be weeded weekly and fertilized as needed to keep plantings vigorous and attractive. Particular emphasis will be placed on high standards of quality and professionalism, including weed control and litter control in areas immediately surrounding planters. The bidder is responsible for maintaining a two foot (2') band around the base of the planter in a weed free condition. If not done manually, all weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply organic non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Assistant Public Works Director shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel. The successful bidder will have on staff a State of Illinois licensed Pesticide Applicator and licensed Pesticide Operators as needed. Incidental to the planter program, the contractor shall fertilize planters as recommended by the fertilizer manufacturer to assist plants with vigorous and healthy growth throughout the growing season.

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

4. Soil:

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

The planting medium mix shall be:

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

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

5. Watering:

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

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

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

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

6. Locations and Quantities of Work

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

Village of Oak Park Planter Locations and Quantities	
District Location	Approximate Quantity
Zone 1: North Ave.	72
Zone 2: Chicago / Harlem	24
Zone 11: Chicago / Austin	26
Zone3: Hemingway District	43
Zone 4: Lake Street	38
Zone 5: S. Marion	27
Zone 6: Madison St.	64
Zone 7: Harlem / Garfield	8
Zone 8: Southtown	23
Zone 9: Harrison St	71
Zone 10: Roosevelt	21
Zone 4a: Central Fire Station	7
North / South Fire Station	6
Zone 6a: Madison St. Medians	2
Zone 12: N. Marion St.	10
Zone 13: Lake St	84
Zone 14: Lake St	15

IV
BID FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Village Wide Seasonal Container Display and Maintenance and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below should be for 2021 only. The contract would include quantities estimated below in 2022 and 2023. Bid bond amount should be 10% of the sum of "Total Cost for 2021" amount listed below.

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

Container Seasonal Display and Maintenance Quantities

Oak Park Planters 2021						
Summer Plant Schedule						
Note: All flowering plants should be budding/newly flowering at time of planting.						
Num	Scientific Name	Common Name	Size	#No. of Plants	Unit Price	Total Price
1	<i>Alocasia portodora</i>	Elephant Ear	3 gallon	152	\$ 14.45	\$ 2196.40
2	Begonia Big Series 'Green Leaf White'	Green Leaf White Begonia	4.5"	60	\$ 2.55	\$ 153.00
3	Begonia Big Series 'Rose'	Rose Begonia	4.5"	180	\$ 2.55	\$ 459.00
4	Begonia 'Baby Wink Pink'	Baby Wing Pink Begonia	4.5"	475	\$ 2.55	\$ 1211.25
5	Begonia 'Nonstop Pink'	Nonstop Pink Begonia	4.5"	171	\$ 3.66	\$ 625.86
6	Begonia 'Nonstop White'	Nonstop White Begonia	4.5"	63	\$ 3.66	\$ 230.58
7	Caladium Aaron	Caladium Aaron White <small>SEE SUBSTITUTION TABLE</small>	3 / gallon	46	\$ 5.61	\$ 258.06
8	Calibrachoa Cabaret 'Orange'	Orange Calibrachoa	4.5"	734	\$ 3.23	\$ 2370.82
9	Calibrachoa Cabaret 'Light Pink Kiss'	Light Pink Kiss Calibrachoa	4.5"	155	\$ 3.23	\$ 500.65

10	Calibrachoa Cabaret 'Bright White'	Bright White Calibrachoa	4.5"	1231	\$ 3.23	\$ 3976.13
11	Coleus scutellarioides Under the Sea 'Lime Shrimp'	Coleus Lime Shrimp SEE SUBSTITUTION TABLE	8" 6"	308	\$ 5.53	\$ 1703.24
12	Coleus scutellarioides 'Kong Jr. Green Halo'	Coleus Kong Jr. Green Halo SEE SUBSTITUTION TABLE	8" 6"	24	\$ 5.53	\$ 132.72
13	Coleus scutellarioides 'Henna'	Coleus Henna SEE SUBSTITUTION TABLE	8" 6"	18	\$ 5.53	\$ 99.54
14	Coleus scutellarioides 'Campfire'	Coleus Campfire SEE SUBSTITUTION TABLE	8" 6"	183	\$ 5.53	\$ 1011.99
15	Coleus scutellarioides 'Vino'	Coleus Vino SEE SUBSTITUTION TABLE	8" 6"	115	\$ 5.53	\$ 635.95
16	Colocasia esculenta 'Tea Cup'	Tea Cup Colocasia	3 gallon	84	\$ 14.45	\$ 1213.80
17	Cosmos Bipinnatus Sonata 'Pink'	Sonata Pink Cosmos	6"	106	\$ 5.53	\$ 586.18
18	Cosmos Bipinnatus Sonata 'White'	Sonata White Cosmos	6"	48	\$ 5.53	\$ 265.44
19	Dahlia Dahlietta Jenny Apricot '	Jenny Apricot Dahlia	1 gallon	485	\$ 5.53	\$ 2682.05
20	Geranium Pelargonium 'Americana 'Salmon'	Americana Salmon Geranium	1 gallon	477	\$ 5.53	\$ 2637.81
21	Geranium Pelargonium x hortorum 'Presto Pink Sizzle'	Presto Pink Sizzle Geranium	1 gallon	190	\$ 5.53	\$ 1050.70
22	Geranium Pelargonium interspecific hybrid Caliente 'Coral'	Caliente Coral Geranium	1 gallon	69	\$ 5.53	\$ 381.57
23	Ipomoea Batatas 'Sidekick Heart Bronze'	Heart Bronze Ipomea	4.5"	130	\$ 3.23	\$ 419.90
24	Ipomoea Batatas 'Sidekick Lacey Lime'	Lacey Lime Ipomea	4.5"	139	\$ 3.23	\$ 448.97
25	Sunpatiens 'Compact White'	Compact White Sunpatiens	4.5"	751	\$ 3.74	\$ 2809.74
26	Sunpatiens 'Compact Pink'	Compact Pink Sunpatiens	4.5"	122	\$ 3.74	\$ 456.28
27	Petunia Easy Wave 'White'	Easy Wave White Petunia	4.5"	486	\$ 3.23	\$ 1569.78
28	Petunia Surfinia 'Sky Blue'	Sky Blue Petunia	4.5"	153	\$ 3.23	\$ 494.19

29	Petunia Supertunia 'Limoncello'	Limoncello Petunia	4.5"	75	\$ 3.23	\$ 242.25
30	Petunia Easy Wave 'Plum'	East Wave Plum Petunia	4.5"	399	\$ 3.23	\$ 1288.77
31	Marigold F1 'Vanilla'	Marigold Vanilla	4.5"	32	\$ 3.23	\$ 103.36
32	Catharanthus Roseus 'Cora Cascade Apricot'	Vinca Cora Cascade Apricot	4.5"	104	\$ 3.23	\$ 335.92
33	Verbena Bonariensis	Purpletop Verbena	6"	341	\$ 5.53	\$ 1885.73
34	Zinnia Marylandica Zahara 'White'	Zahara White Zinnia	1 gallon	118	\$ 5.53	\$ 652.54
35	Zinnia Elegans 'Magellan Orange'	Magellan Orange Zinnia	1 gallon	171	\$ 5.53	\$ 945.63
36	Zinnia Elegans 'Uproar Rose'	Uproar Rose Zinnia	1 gallon	151	\$ 5.53	\$ 835.03
Total Cost for Summer Installation:						\$ 36,869.83

Total Maintenance per Month: \$ 100.00

Watering per Hour: \$ 39.00

Total Cost for 2021 (Installation Cost, 7 Months Maintenance, 700hrs. Watering): \$ 64,869.83

Oak Park Planters 2021						
Proposed Substitution Table						
Note: Provide any proposed substitutions in the table below. Please place the proposed species and common name next to the number corresponding to the species you are proposing to replace from the Summer Plant Schedule.						
Num	Scientific Name	Common Name	Size	#No. of Plants	Unit Price	Total Price
1			3 gallon	152	\$	\$
2			4.5"	60	\$	\$
3			4.5"	180	\$	\$
4			4.5"	475	\$	\$
5			4.5"	171	\$	\$
6			4.5"	63	\$	\$
7	CALADIUM AARON	CALADIUM AARON WHITE	3 1 gallon	46	\$ 5.61	\$ 258.06
8			4.5"	734	\$	\$
9			4.5"	155	\$	\$
10			4.5"	1231	\$	\$
11	COLEUS SCUTELLARIOIDES UNDER THE SEA 'LIME SHRIMP'	Coleus Lime Shrimp	8" 6"	308	\$ 5.53	\$ 1703.24
12	COLEUS SCUTELLARIOIDES 'Long Jr Green Halo'	Coleus Long Jr. Green Halo	8" 6"	24	\$ 5.53	\$ 132.72
13	Coleus Scutellarioides 'Henna'	Coleus Henna	8" 6"	18	\$ 5.53	\$ 99.54
14	Coleus Scutellarioides 'Campfire'	Coleus Campfire	8" 6"	183	\$ 5.53	\$ 1011.99
15	Coleus Scutellarioides 'VINO'	Coleus VINO	8" 6"	115	\$ 5.53	\$ 635.95
16			3 gallon	84	\$	\$

17			6"	106	\$	\$
18			6"	48	\$	\$
19			1 gallon	485	\$	\$
20			1 gallon	477	\$	\$
21			1 gallon	190	\$	\$
22			1 gallon	69	\$	\$
23			4.5"	130	\$	\$
24			4.5"	139	\$	\$
25			4.5"	751	\$	\$
26			4.5"	122	\$	\$
27			4.5"	486	\$	\$
28			4.5"	153	\$	\$
29			4.5"	75	\$	\$
30			4.5"	399	\$	\$
31			4.5"	32	\$	\$
32			4.5"	104	\$	\$
33			6"	341	\$	\$
34			1 gallon	118	\$	\$
35			1 gallon	171	\$	\$
36			1 gallon	151	\$	\$

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: Nov 120/2020City Escape Garden & Design, LLC

Organization Name (Seal - If Corporation)

By:

Connie Rivera

Authorized Signature

3022 W. Lake St, Chicago IL 60612

Address

(773) 638-2000

Telephone

Subscribed and sworn to before me this 20th day of Nov, 2020.Anemarie Aiello
Notary Publicin the State of IL. My CommissionExpires on 11/3/22

BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) Corporation LLCThe bidder is a ~~corporation~~, which operates under the legal name ofCITY ESCAPE GARDEN & DESIGN, LLC and is organized and existing under the laws of the State of ILLINOIS. The full names of its Officers are:President MANAGING MEMBER - CONNIE RIVERASecretary -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.

<u>MUNICIPALITY</u>	<u>VILLAGE OF OAK PARK</u>
<u>ADDRESS</u>	<u>PUBLIC WORKS CTR. 201 SOUTH BLD.</u> <u>OAK PARK, IL 60302</u>
<u>CONTACT</u>	<u>ROBERT SPROULE</u>
<u>PHONE</u>	<u>708.358.5700</u>
<u>WORK</u>	<u>SEASONAL ROTATIONS, LANDSCAPE</u>
<u>PERFORMED</u>	<u>MAINTENANCE & INSTALLATION</u>
<u>MUNICIPALITY</u>	<u>CITY OF CHICAGO - DEPT. OF AVIATION</u>
<u>ADDRESS</u>	<u>AMC BUILDINGS ROOM 223</u> <u>6201 S. LARAMIE, CHICAGO, IL 60638</u>
<u>CONTACT</u>	<u>FELIPE NAJAR</u>
<u>PHONE</u>	<u>773.896.5540</u>
<u>WORK</u>	<u>SEASONAL ROTATIONS, LANDSCAPE</u>
<u>PERFORMED</u>	<u>MAINTENANCE & INSTALLATION</u>
<u>MUNICIPALITY</u>	<u>CHICAGO LOOP ALLIANCE</u>
<u>ADDRESS</u>	<u>55 W MONROE SUITE 2160</u> <u>CHICAGO, IL 60603</u>
<u>CONTACT</u>	<u>MICHAEL EDWARDS</u>
<u>PHONE</u>	<u>312.782.9160</u>
<u>WORK</u>	<u>SEASONAL ROTATIONS, LANDSCAPE</u>
<u>PERFORMED</u>	<u>MAINTENANCE & INSTALLATION</u>
<u>MUNICIPALITY</u>	<u>VILLAGE OF BUFFALO GROVE</u>
<u>ADDRESS</u>	<u>50 RAUPP BLVD. BUFFALO GROVE, IL 60089</u>
<u>CONTACT</u>	<u>TOM MILAS</u>
<u>PHONE</u>	<u>847.459.2545</u>
<u>WORK</u>	<u>LANDSCAPE MAINTENANCE &</u>
<u>PERFORMED</u>	<u>INSTALLATION</u>

V
BIDDER CERTIFICATION

City Escape Garden + Design as part of its Bid on an agreement for 2021 Village Wide Seasonal Container Display and Maintenance for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

Ronnie Pinere
(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 20th day of Nov, 2020.

Anemarie Aiello
Notary Public's Signature

- Notary Public Seal -



VI
TAX COMPLIANCE AFFIDAVIT

CONNIE RIVERA, being first duly sworn, deposes and says:
that he/she is MANAGING MEMBER of
(partner, officer, owner, etc.)
CITY ESCAPE GARDEN & DESIGN LLC
(bidder selected)

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

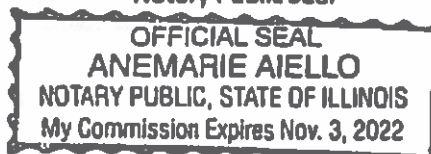
Connie Rivera
By:
Its: MANAGING MEMBER.
CITY ESCAPE GARDEN & DESIGN LLC
(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

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

Subscribed and sworn to before me this 20th day of NOV, 2020.

[Signature]
Notary Public's Signature

- Notary Public Seal -



VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation: LLC - SINGLE MEMBER

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 Managing member: CORNIE ZIVERN

Secretary BARRY C. KESSLER & ASSOCIATES

Treasurer 1275 MILWAUKEE AVE. SUITE 300

Registered Agent Name and Address: CALENNIEN, 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: NONE

Signature of Owner

SECTION VIII
BID BOND

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

as PRINCIPAL, and Selective Insurance Company of America - 40 Wantage Avenue, Branchville, NJ 07890 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 17th day of November A.D. 2020.

PRINCIPAL

City Escape Garden & Design, LLC

(Company Name)

CityEscape Garden & Design LLC
(Company Name)

By: Connie Riviere
(Signature & Title)

By: Managing Member
(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

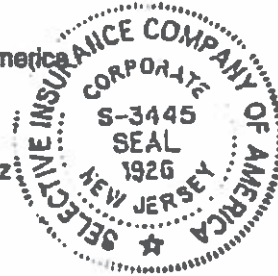
17th day of November, 2020.

Notary Public

NAME OF SURETY: Selective Insurance Company of America

By: Jason A. Braatz

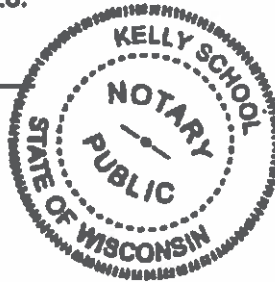
Signature of Attorney-in-Fact, Jason A. Braatz



Subscribed to and Sworn before me on the

17th day of November, 2020.

Kelly School
Notary Public Expires: August 26, 2023



**SELECTIVE®**

Selective Insurance Company of America
 40 Wantage Avenue
 Branchville, New Jersey 07890
 973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **MELISSA BABIAK, CHRISTOPHER BREHMER, RANDY L. BREHMER, TERENCE R. GESZVAIN, JASON A. BRAATZ, LINDA A. PUPP**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: Ten Million Dollars and No/00 (\$10,000,000.00)

Signed this 17th day of November, 2020

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines

**STATE OF NEW JERSEY :**

:ss. Branchville

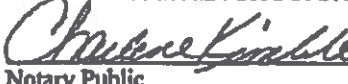
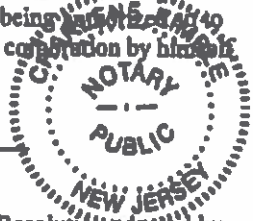
COUNTY OF SUSSEX :

On this 17th day of November, 2020 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble

Notary Public of New Jersey

My Commission Expires 6/2/2021


 Notary Public


The 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 SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 17th day of November, 2020


 Michael H. Lanza, SICA Corporate Secretary


**SECTION IX
COMPLIANCE AFFIDAVIT**

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

1. I am the (title) Managing member of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ 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 agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: Connie Rivera

Name and address of Business: 3022 W. LAKE ST. CHICAGO, IL 60612

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

Subscribed to and sworn before me this 20th day of November, 2020.

[Signature]
Notary Public

- Notary Public Seal -



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

SECTION X
M/W/DBE STATUS AND EEO REPORT

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

1. Contractor Name: City Escape GARDEN & Design LLC
2. Check here if your firm is:
- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - ☒ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
 - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
 - ☐ None of the above

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

3. What is the size of the firm's current stable work force?
- 57 Number of full-time employees
- 4 Number of part-time employees
4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: Corina Penere

Date: Nov 20, 2020

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 v 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 CITY ESCAPE GARDEN & DESIGN LLC

Total Employees _____

Job Categories	Total Employees	Total Males	Total Females	Males				Females		
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American & Alaskan
Officials & Managers	3	2	1		1					
Professionals	2	1	1							
Technicians	3	2	1				1			
Sales Workers	5	2	3		1				1	
Office & Clerical	1		1						1	
Semi-Skilled	4	4			4					
Laborers										
Service Workers	39	39			39					
TOTAL	57	50	7		45		1		2	
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 y

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

(Name of Person Making Affidavit)

(Title or Officer)

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

be relied upon. Subscribed and sworn to before me this 20 day of Nov, 2020

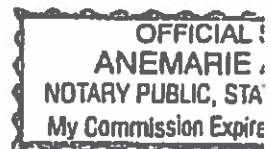
Connie Rivera

(Signature)

11/20/20

(Date)

Anemarie



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. 20-143; Village of Oak Park Seasonal Container Display and Maintenance

Comments:

Signed: _____

Phone: _____



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;

City Escape Garden & Design, LLC
Page 2 of 2

- 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, 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



About CityEscape Garden & Design, LLC

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

CityEscape is certified with the City of Chicago as a Women Business Enterprise (WBE). Its Managing Member is Connie Rivera. She can be contacted at 773-638-2000 and connie@cityescape.biz. CityEscape has provided services for the Chicago Park District at pre-eminent locations including Grant Park, the Museum Campus, and North & South Lake Shore Drives. We currently are the landscape maintenance contractor for both Midway and O'Hare International Airports.

Company Philosophy

- ***Market Focus -***

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

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

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

- ***Commitment to Landscape Services -***

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

Landscape Services

CityEscape's Landscape Design-Build

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

Our landscape Design-Build services include

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

CityEscape's Landscape Maintenance

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

Our landscape maintenance services include

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

Interiorscape Services

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

Why CityEscape?

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

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE
SECRETARY

Search Cyberdriveillinois.com

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

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

Entity Information

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

Agent Information

Oak Park 2021 Village Wide Seasonal Container Display
Bid Tab

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

Num	Scientific Name	Common Name	Size	#No. of Plants	Christy Weber Company		City Escape		McAdam Landscape	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	<i>Alocasia portodora</i>	Elephant Ear	3 gallon	152	\$31.50	\$4,788.00	\$14.45	\$2,196.40	\$28.10	\$4,271.20
2	Begonia Big Series 'Green Leaf White'	Green Leaf White Begonia	4.5"	60	\$3.25	\$195.00	\$2.55	\$153.00	\$4.50	\$270.00
3	Begonia Big Series 'Rose'	Rose Begonia	4.5"	180	\$3.25	\$585.00	\$2.55	\$459.00	\$4.50	\$810.00
4	Begonia 'Baby Wink Pink'	Baby Wink Pink Begonia	4.5"	475	\$3.25	\$1,543.75	\$2.55	\$1,211.25	\$4.50	\$2,137.50
5	Begonia 'Nonstop Pink'	Nonstop Pink Begonia	4.5"	171	\$3.50	\$598.50	\$3.66	\$625.86	\$6.50	\$1,111.50
6	Begonia 'Nonstop White'	Nonstop White Begonia	4.5"	63	\$3.50	\$220.50	\$3.66	\$230.58	\$6.50	\$409.50
7	<i>Caladium Aaron</i>	Caladium Aaron White	3 gallon	46	\$35.00	\$1,610.00	\$5.61	\$258.06	\$16.75	\$770.50
8	Calibrachoa Cabaret 'Orange'	Orange Calibrachoa	4.5"	734	\$3.50	\$2,569.00	\$3.23	\$2,370.82	\$5.80	\$4,257.20
9	Calibrachoa Cabaret 'Light Pink Kiss'	Light Pink Kiss Calibrachoa	4.5"	155	\$3.50	\$542.50	\$3.23	\$500.65	\$5.80	\$899.00
10	Calibrachoa Cabaret 'Bright White'	Bright White Calibrachoa	4.5"	1231	\$3.50	\$4,308.50	\$3.23	\$3,976.13	\$5.80	\$7,139.80
11	Under the Sea 'Lime Shrimp'	Coleus Lime Shrimp	8"	308	\$7.15	\$2,202.20	\$5.53	\$1,703.24	\$6.45	\$1,986.60
12	<i>Coleus scutellarioides</i> 'Kong Jr. Green Halo'	Coleus Kong Jr. Green Halo	8"	24	\$7.15	\$171.60	\$5.53	\$132.72	\$6.25	\$150.00
13	<i>Coleus scutellarioides</i> 'Henna'	Coleus Henna	8"	18	\$7.15	\$128.70	\$5.53	\$99.54	\$6.05	\$108.90
14	<i>Coleus scutellarioides</i> 'Campfire'	Coleus Campfire	8"	183	\$7.15	\$1,308.45	\$5.53	\$1,011.99	\$6.05	\$1,107.15
15	<i>Coleus scutellarioides</i> 'Vino'	Coleus Vino	8"	115	\$7.15	\$822.25	\$5.53	\$635.95	\$6.05	\$695.75
16	<i>Colocasia esculenta</i> 'Tea Cup'	Tea Cup Colocasia	3 gallon	84	\$35.00	\$2,940.00	\$14.45	\$1,213.80	\$29.90	\$2,511.60
17	Cosmos B-pinnatus Sonata 'Pink'	Sonata Pink Cosmos	6"	106	\$11.18	\$1,185.08	\$5.53	\$586.18	\$6.25	\$662.50
18	Cosmos B-pinnatus Sonata 'White'	Sonata White Cosmos	6"	48	\$11.18	\$536.64	\$5.53	\$265.44	\$6.25	\$300.00
19	Dahlia Dahlietta Jenny Apricot'	Jenny Apricot Dahlia	1 gallon	485	\$11.18	\$5,422.30	\$5.53	\$2,682.05	\$16.85	\$8,172.25
20	Geranium Pelargonium 'Americana Salmon'	Americana Salmon Geranium	1 gallon	477	\$11.18	\$5,332.86	\$5.53	\$2,637.81	\$15.85	\$7,560.45
21	Geranium 'Presto Pink Sizzle'	Presto Pink Sizzle Geranium	1 gallon	190	\$11.18	\$2,124.20	\$5.53	\$1,050.70	\$15.85	\$3,011.50
22	interspecific hybrid Caliente 'Coral'	Caliente Coral Geranium	1 gallon	69	\$11.18	\$771.42	\$5.53	\$381.57	\$15.85	\$1,093.65
23	Ipomoea Batatas 'Sidekick Heart Bronze'	Heart Bronze Ipomoea	4.5"	130	\$3.50	\$455.00	\$3.23	\$419.90	\$4.65	\$604.50
24	Ipomoea Batatas 'Sidekick Lacey Lime'	Lacey Lime Ipomoea	4.5"	139	\$3.50	\$486.50	\$3.23	\$448.97	\$4.65	\$645.35
25	Sunpatiens 'Compact White'	Compact White Sunpatiens	4.5"	751	\$3.50	\$2,628.50	\$3.74	\$2,808.74	\$5.25	\$3,942.75
26	Sunpatiens 'Compact Pink'	Compact Pink Sunpatiens	4.5"	122	\$3.50	\$427.00	\$3.74	\$456.28	\$5.25	\$640.50
27	Petunia Easy Wave 'White'	Easy Wave White Petunia	4.5"	486	\$3.25	\$1,579.50	\$3.23	\$1,569.78	\$4.50	\$2,187.00
28	Petunia Surfinia 'Sky Blue'	Sky Blue Petunia	4.5"	153	\$3.25	\$497.25	\$3.23	\$494.19	\$4.50	\$688.50
29	Petunia Superbunia 'Umonecello'	Umonecello Petunia	4.5"	75	\$3.50	\$262.50	\$3.23	\$242.25	\$4.50	\$337.50
30	Petunia Easy Wave 'Plum'	Easy Wave Plum Petunia	4.5"	399	\$3.25	\$1,296.75	\$3.23	\$1,288.77	\$4.50	\$1,795.50
31	Marigold F1 'Vanilla'	Marigold Vanilla	4.5"	32	\$3.25	\$104.00	\$3.23	\$103.36	\$6.25	\$200.00
32	Catharanthus Roseus 'Cora Cascade Apricot'	Vinca Cora Cascade Apricot	4.5"	104	\$3.50	\$364.00	\$3.23	\$335.92	\$4.50	\$468.00
33	Verbena Bonariensis	Purpletop Verbena	6"	341	\$11.18	\$3,812.38	\$5.53	\$1,885.73	\$7.45	\$2,540.45
34	Zinnia Marylanda Zahara 'White'	Zahara White Zinnia	1 gallon	118	\$11.18	\$1,319.24	\$5.53	\$652.54	\$6.97	\$822.46
35	Zinnia Elegans 'Magellan Orange'	Magellan Orange Zinnia	1 gallon	171	\$11.18	\$1,911.78	\$5.53	\$945.63	\$6.97	\$1,191.87
36	Zinnia Elegans 'Upstar Rose'	Upstar Rose Zinnia	1 gallon	151	\$11.18	\$1,688.18	\$5.53	\$835.03	\$6.97	\$1,052.47
Total Cost for Summer Installation:						\$56,739.03		\$36,869.83		\$66,354.40

Total Maintenance per Month:	\$0.00
Watering per Hour:	\$40.00
Total Cost for 2021:	\$84,739.03
(Installation, 7 Months Maintenance, 700 hrs. Watering)	

\$0.00

\$100.00

\$1,525.00

\$40.00

\$39.00

\$50.00

\$84,739.03

\$64,869.83

\$112,229.40

SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park 2021 Seasonal Container Display and Maintenance
Bid Number: 20-143
Issuance Date: 11/04/20

The Village of Oak Park will receive Bids from qualified contractors to preform seasonal landscape container displays and maintenance during the calendar year 2021 pursuant to this Request for Bids. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 2:00 p.m. on Wednesday November 20, 2020. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

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

Due to COVID-19 separation protocols, the Oak Park Public Works Center is closed to the public. To hand deliver proposals, proposers may leave the proposals in the Public Works mailbox or call Public Works at 708-358-5700 and a representative will accept the bid package at the door. There will not be a formal 'bid opening' for the contract. Electronic signatures will be accepted on all documents.

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 Assistant Public works Director, Rob Sproule at 708-358-5700 or rsproule@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: 20-143 Village Wide Seasonal Container Display and Maintenance", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Rob Sproule, Assistant Public Works Director
Department of Public Works
201 South Blvd.
Oak Park, IL 60302



Oak Park

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

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

DATE: March 2, 2021

PROJECT:
ATTN: Connie Rivera
RE: Village Wide Container Seasonal
Display & Maintenance

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

COPIES	PROJECT NUMBER	DESCRIPTION
3		Village Wide Container Seasonal Display & Maintenance

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

☒ SIGNED CONTRACT WITH ATTEST SIGNATURE (RETURN TWO COPIES ONLY.)

☒ CERTIFICATE OF INSURANCE

☒ CONTRACTOR BOND

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

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

Address: 201 South Boulevard, Oak Park, IL 60302

Phone: (708) 358-5700

Email: Dstanislavski@oak-park.us

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

TRANSMITTED BY: Diane Stanislavski

SIGNATURE:

ORIGINAL**RESOLUTION**

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT
WITH CITYESCAPE GARDEN & DESIGN LLC FOR VILLAGE WIDE CONTAINER SEASONAL
DISPLAY AND MAINTENANCE SERVICES IN 2021 IN AN AMOUNT
NOT TO EXCEED \$65,000.00 AND TWO ADDITIONAL ONE YEAR OPTION
PERIODS AND AUTHORIZING ITS EXECUTION**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") for Village wide container seasonal display and maintenance services in 2021 with CityEscape Garden & Design LLC in an amount not to exceed \$65,000.00 and two additional one year option periods is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

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

ADOPTED this 16th day of February, 2021, pursuant to a roll call vote as follows:

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

APPROVED this 16th day of February, 2021.


Anan Abu-Taleb, Village President

ATTEST


Vicki Scaman, Village Clerk