



INDEPENDENT CONTRACTOR AGREEMENT

23 **THIS INDEPENDENT CONTRACTOR AGREEMENT** ("Contract") is entered into on this day of February, 2017, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and McAdam Landscaping, Incorporated, an Illinois corporation (hereafter the "Contractor").

WHEREAS, the Contractor submitted a Proposal dated January 27, 2017, a copy of which is attached hereto and incorporated herein by reference, to provide Landscape Maintenance (hereinafter referred to as the "Work") for the Village Business Districts Landscape Maintenance Program (hereinafter referred to as the "Project") pursuant to the Village's Request for Proposals dated January 11, 2017, incorporated herein by reference as though fully set forth; and

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

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

1. RECITALS INCORPORATED

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

2. SCOPE OF WORK

The Contractor shall perform the Work for the Project in accordance with its Proposal for a price not to exceed \$50,729.00 plus \$25,000.00 for additional requested work and unforeseen conditions for a total cost of \$75,729.00 ("Contract Price"). The Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its Proposal, the Village's Request for Proposals, and this Contract, all of which together shall constitute the "Contract Documents." The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its Proposal has adequately taken into consideration all of the conditions at the

sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects. Contractor shall achieve completion of all work required pursuant to the Contract Documents by December 31, 2017 ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work 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(s).

3. DESIGNATED REPRESENTATIVES

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

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

4. TERM OF CONTRACT

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on December 31, 2017 at 11:59 p.m. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at

the rates set forth in its Proposal. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

5. PAYMENT SCHEDULE

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

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

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

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due the 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 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 would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation 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 workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

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

ii. Limits:

Combined Single Limit \$1,000,000.00

(D) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate \$5,000,000.00

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

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

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

To the Village:

Village Manager
Village of Oak Park
123 Madison St.
Oak Park, Illinois 60302-4272
Email: villagemanager@oak-park.us

To Contractor:

Robert C. McAdam Jr.
McAdam Landscaping, Inc.
2001 Des Plaines Ave
Forest Park, Illinois 60130
Email: rob@mcadamlandscape.com

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 facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event 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 between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

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, the Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount equal to \$25,000.00 as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against the 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 Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

22. 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.

23. HEADINGS AND TITLES

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

24. COOPERATION OF THE PARTIES

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

25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

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


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

VILLAGE OF OAK PARK


By: Cara Pavlicek
Its: Village Manager


Date: 2/23, 2017

MCADAM LANDSCAPING INCORPORATED


By: Robert McAdam
Its: Vice President


Date: 3/1, 2017

ATTEST


By: Teresa Powell
Its: Village Clerk

Date: 2/23, 2017

ATTEST


By: Lena Carl
Its: Office Manager

Date: 3/1, 2017

REVIEWED AND APPROVED
ASTO FORM


FEB 21 2017
LAW DEPARTMENT

ORIGINAL

RES 17-470_I_022117

RESOLUTION

A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH MCADAM LANDSCAPING, INCORPORATED IN AN AMOUNT NOT TO EXCEED \$75,729.00 FOR THE 2017 BUSINESS DISTRICT LANDSCAPE MAINTENANCE PROGRAM AND AUTHORIZING ITS EXECUTION

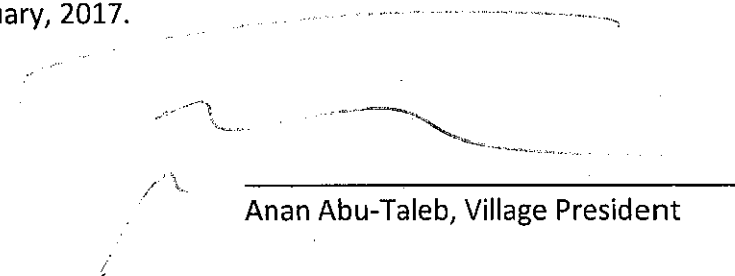
BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers that the Independent Contractor Agreement ("Agreement") with McAdam Landscaping, Incorporated of Forest Park, Illinois, for fiscal year 2017 business district landscape maintenance is approved pursuant to the terms of the Agreement in an amount not to exceed \$75,729.00 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 21st day of February, 2017, pursuant to a roll call vote as follows:


Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	X			
Trustee Barber	X			
Trustee Brewer	X			
Trustee Button Ott	X			
Trustee Lueck				X
Trustee Salzman	X			
Trustee Tucker	X			

APPROVED this 21st day of February, 2017.



Anan Abu-Taleb, Village President

ATTEST



Teresa Powell, Village Clerk

Village of Oak Park

2017 Business District Landscape Maintenance Bid Summary

		A & B Landscaping Inc.				Christy Webber Landscapes				City Escape Garden and Design				McAdam Landscape				Alvarez			
	Business District	Spring Clean Up	Fall Clean Up	Total per Month	Total per Year	Spring Clean Up	Fall Clean Up	Total per Month	Total per Year	Spring Clean Up	Fall Clean Up	Total per Month	Total per Year	Spring Clean Up	Fall Clean Up	Total per Month	Total per Year	Spring Clean Up	Fall Clean Up	Total per Month	Total per Year
1	North Ave.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$150.00	\$150.00	\$47.03	\$676.24	\$1,513.00	\$487.00	\$170.00	\$3,360.00	\$6,658.26	\$806.14	\$694.76	\$13,022.48
2	Chicago Ave. East	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,031.14	\$89.78	\$211.09	\$2,809.64	\$2,068.00	\$726.00	\$341.00	\$5,522.00	\$6,658.26	\$806.14	\$694.76	\$13,022.48
3	Chicago Ave. West	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$297.00	\$27.68	\$65.08	\$845.32	\$258.00	\$90.00	\$40.00	\$668.00	\$6,658.26	\$806.14	\$694.76	\$13,022.48
4	Lake St. East	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,734.57	\$150.95	\$354.92	\$4,724.88	\$2,900.00	\$786.00	\$341.00	\$6,414.00	\$6,658.26	\$806.14	\$694.76	\$13,022.48
5	Hemingway District	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$241.24	\$21.40	\$50.31	\$665.12	\$2,561.00	\$574.00	\$284.00	\$5,407.00	\$6,658.26	\$806.14	\$694.76	\$13,022.48
6	South Marion	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$963.38	\$83.50	\$196.32	\$2,617.44	\$715.00	\$181.00	\$170.00	\$2,256.00	\$6,658.26	\$806.14	\$694.76	\$13,022.48
7	Madison St.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$9,299.86	\$810.09	\$1,904.73	\$25,347.79	\$6,410.00	\$2,190.00	\$682.00	\$14,056.00	\$6,658.26	\$806.14	\$694.76	\$13,022.48
8	Arts District	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3,229.49	\$282.59	\$664.44	\$8,827.60	\$2,823.00	\$967.00	\$455.00	\$7,430.00	\$6,658.26	\$806.14	\$694.76	\$13,022.48
9	South Town	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$399.98	\$34.89	\$82.03	\$1,091.11	\$715.00	\$181.00	\$170.00	\$2,256.00	\$6,658.26	\$806.14	\$694.76	\$13,022.48
10	Roosevelt	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$843.11	\$73.26	\$172.26	\$2,294.45	\$1,513.00	\$487.00	\$170.00	\$3,360.00	\$6,658.26	\$806.14	\$694.76	\$13,022.48
11	Downtown Oak Park	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,890.73	\$425.86	\$1,001.31	\$13,327.07	\$3,578.00	\$1,209.00	\$455.00	\$8,427.00	\$6,658.26	\$806.14	\$694.76	\$13,022.48
	Total for Year:				No Bid				No Bid				\$63,226.66				\$59,156.00				\$143,247.28

SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park 2017 Comprehensive Landscape Maintenance
Bid Number: 17-101
Issuance Date: 01/11/17

The Village of Oak Park will receive Bids from qualified contractors to preform landscape maintenance during the calendar year 2017 pursuant to this Request for Bids. This Bid covers three (3) separate contracts available with the Village of Oak Park. Bidders are welcome to bid on any and all of the contracts available. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **3:00 p.m. on Friday January 27, 2017**. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

A mandatory pre-bid meeting shall be held on Tuesday, January 17th at 10 a.m. at the Public Works Center. Proposals received from bidders who do not send a representative to the pre-bid meeting shall not be considered.

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

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Forestry Superintendent, 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: 17-101 Comprehensive Landscape Maintenance", shall bear the return address of the bidder, and shall be addressed as follows:

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

BID FOR:
Village of Oak Park 2017 Comprehensive Landscape Maintenance
SECTION II
BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid:

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

Bid Bond

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

Contract Term

The initial contract term shall be from the date of award to December 31, 2017. The Village of Oak Park has the right to renew the contract on an annual basis for two (2) optional one year terms (January 1 to December 31). The Bidder shall begin performing the services within fourteen (14) days of a notice to proceed from the Forestry Superintendent or his designee.

Contract Renewal

The Village will have the right to renew the contract for two 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 provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners 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 the mandatory arbitration of any dispute.

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 landscape maintenance of various areas within the Village of Oak Park. Three (3) separate contracts will be awarded through this bid: 1) Regular Landscape Maintenance, 2) Business District Maintenance, and 3) Container Seasonal Display Installation and Maintenance. Additional "Add On / On Demand" items are included with each contract and are required to be bid on. Work will be assigned by the Village as necessary. Particular emphasis will be placed on high standards of quality and professionalism, including weed control, litter control, planting bed maintenance, mechanical edging, etc. All sites must be visited weekly throughout the life of the contract. The successful bidder will have on staff a State of Illinois licensed Pesticide Applicator and licensed Pesticide Operators as needed. Contractors that bid multiple contracts must prove their ability to service the multiple contracts at the same time.

Responsibility of Contractor

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

Extent of Services

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

Detail Specifications: All Contracts

1. Location of Landscape Maintenance Work

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

2. Commencement of Work

For the Regular Landscape and Business District Contracts, the bidder shall commence "Spring Clean-up" work as early as weather allows on or after March 15th with monthly maintenance to begin on April 1st. Work in all areas will then continue through the contract season until November 30th unless the Forestry Supervisor or the Superintendent grants an extension or identifies an early termination date. For the Container Season Display contract, the summer rotation shall be planted no later than May 10, 2017. Work in all areas will then continue through the contract season until December 15th unless the Forestry Supervisor or the Superintendent grants an extension or identifies an early termination date.

3. Reporting

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

4. Property Damage

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

5. Idling of Equipment

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

6. 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 Forestry Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Forestry Supervisor or Superintendent can be contacted at 708-358-5700.

8. Obstruction of Streets and Rights-of-Way

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

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

9. Accident Prevention

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

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

10. Motorized Equipment

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

11. Parking

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

12. Traffic Control Plan

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

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

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

13. Pedestrian Traffic Control

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

Detailed Specifications: Regular Landscape Maintenance

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

1. Turf Site Maintenance

a. Spring Cleanup

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

b. Mowing / Trimming

Contractor shall have a crew at all sites weekly, beginning the week of April 1st until the week of November 30th of each contract year. Mow all areas at an interval of seven (7) days as necessary to maintain at a height of approximately 2 ½". Mowing shall not remove more than 1/3 of turf height at any time unless requested or specified. All clippings are to be removed from lawn area and hauled from site. Remove all litter and loose debris and twigs in all areas weekly. Mowing shall include complete removal of all litter on all turf prior to mowing. String trim (weed whip) turf around buildings, plantings, light poles, signs, walls, and other obstructions in turf and in paved areas weekly. Extra care must be taken to not damage existing plantings and trees. Mechanical edging of sidewalks and walkways to be performed biweekly, spade edge all planting beds and tree rings monthly. Clean grass clippings from walks and paved areas after mowing.

c. Weed Control

Areas to be weeded and inspected weekly. Hand weed or string trim weekly as necessary. The Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All lawn treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with Round Up or approved equivalent. Any post-emergent broadleaf weed control must be Village approved and applied in accordance with manufacturer's recommendations to control weeds in turf areas. All applications to be made by licensed personnel. Applications may be restricted to weekend or off-time hours.

d. Fertilization

Fertilize planting beds material, annuals, grasses, and perennials throughout the season as needed to maintain high vigor and good color.

Fertilize turf three (3) times per year at appropriate intervals with approved, balanced, complete analysis, slow release fertilizer including micronutrients such as 25-5-15 SCU, and one (1) time (mid-October) with 8-4-24 slow release, non-coated fertilizer. First three applications at 3 to 4 lbs. Per 1000 sq. ft., fall application at 6 lbs. Per 1000 sq. ft. The Forestry Superintendent shall be notified prior to application of any fertilization for material approval and scheduling.

e. Fall Cleanup

Remove all leaves and fall debris from turf, and parking areas and borders. Edge all curbs. Apply gypsum to all turf areas to a width of 3' adjacent to all walks and curbs at a rate of 30 lbs. Per 1000 sq. ft. Mow all turf to a final height of 1 ½ ".

f. Shrub Trimming

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

2. Planter Bed Maintenance

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

a. Spring Clean Up

Remove all accumulated winter debris and leaves from bed, sidewalks, curb, and parking lot areas. Cut are herbaceous decorative grasses to approximately 2" above grade. Mulch all planting beds. New mulch areas must be four inches (4") deep, existing mulch areas must be

refreshed with two inches (2"). Mulch must be premium double processed hardwood bark mulch natural in color. Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark, not to exceed two (2) inches in its largest dimension and free of foreign matter, sticks, stones and clods. All hardwood bark mulch shall be processed through a hammermill. Inventory all damaged, diseased, or dead plants and submit list to the Forestry Superintendent.

b. Weed and Litter Control

Planter beds and adjacent sidewalk or pavement areas to be de-littered, weeded, and inspected weekly. All shrub and planting beds, flowerbeds, groundcover areas, tree rings, mulched and/or stone areas, planters and brick paver areas shall be kept weed free. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply non-selective weed control in parking / paved and paver areas as needed to keep these areas weed free with Round Up or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel. Applications may be restricted to weekend or off-time hours. Cultivate planting beds as required to control weeds and define edges. Inspect plants for damage and correct as necessary.

c. Fertilization

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

d. Shrub Pruning

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

e. Fall Clean-up

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

f. Insect and Disease Monitoring

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

3. Locations and Quantities of Work

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

Village of Oak Park Location	Total (sq. yd.)	Turf (sq. yd.)	Plant Bed (sq. yd.)
Section 1			
Roadway Medians			
1-1. Kenilworth Parkway	13,500.00	12,111.11	1,388.89
1-2. Le Moyne Parkway	4,477.78	3,888.89	588.89
B. Cul-de-Sacs and Traffic diverters			
1-3. North Ave and Marion (Cul-de-Sac and Offset)	144.44	33.33	111.11
1-4. North Ave and Bellforte (Cul-de-Sac and Offset)	144.44	33.33	111.11
1-5. North Avenue and Forest (Diverter)	18.89	0.00	18.89
1-6. North Ave and Kenilworth (Cul-de-Sac and Offset)	288.89	66.67	222.22
1-7. North Ave and Fair Oaks (Cul-de-Sac)	88.89	0.00	88.89
1-8. Oak Park and Le Moyne (Diverter)	38.89	22.22	16.67
1-9. North Avenue and Elmwood (Diverter)	36.67	0.00	36.67
1-10. North Avenue and Rossell (Diverter)	36.67	0.00	36.67
1-11. North Avenue and Edmer (Diverter)	88.89	33.33	55.56
1-12. Harvey and North Ave. (Diverter)	77.78	33.33	44.44
1-13. Hayes and North Ave. (Cul-de-Sac)	88.89	0.00	88.89
1-14. Humphrey and North Ave. (Diverter)	166.67	166.67	0.00
1-15. Austin and Le Moyne (Cul-de-Sac w/ turf)	177.78	55.56	122.22
C. Parkways and bump-outs			
1-16. 6641 North Ave. (Parkway)	38.00		38.00
Section 2			
A. Roadway Medians			
(none)			
B. Cul-de-Sacs and Traffic diverters			
2-1. Marion and Chicago (Cul-de-Sac)	83.33	0.00	83.33
2-2. Taylor and Division (Diverter)	36.67	11.11	25.56
2-3. Austin and Thomas (Offset and Turf)	144.44	33.33	111.11
2-4. Humphrey, North of Chicago (Cul-de-Sac)	272.22	0.00	272.22
C. Parkways and bump-outs			
(none)	1,000.00	0.00	1,000.00
D. Parking Lots			
2-6. Austin and Iowa (#25)	280.56	225.00	55.56
Section 3			

A. Roadway Medians			
3-1. Forest Place at Ontario	36.67	0.00	36.67
B. Cul-de-Sacs and Traffic diverters			
3-3. Scoville, North of Lake (Diverter)	44.44	11.11	33.33
3-4. Kenilworth and Elizabeth Court (Cul-de-Sac)	33.33	0.00	33.33
3-5. Humphrey at Ontario (Diverter)	27.78	27.78	0.00
3-6. Maple, South of Chicago (Diverter)	83.33	0.00	83.33
C. Parkways and bump-outs			
(none)	309.44	0.00	309.44
D. Parking Lots			
3-19. Lake, West of Post Office (#16)	300.00	233.33	66.67
3-20. NWC Euclid and North Blvd, (Parking Deck) (#2,3)	666.67	555.56	111.11
3-22. North Blvd, Kenilworth to Oak Park (#96)	38.89	0.00	38.89
3-23. North Blvd, East of Kenilworth (#55)	66.67	0.00	66.67
3-24. Austin and Superior (#25)	281.00	31.00	250.00
3-26. North Blvd and Austin (#61)	27.78	0.00	27.78
3-29. Lake Street, South of Library (#13)	77.78	77.78	0.00
3-30. Lake Street at Lombard (#67)	105.56	105.56	0.00
3-32. Ridgeland And South Blvd (#112)	95.56	95.56	0.00
E. Public Way			
3-33. METRA Intermodal Station (sidewalk upper platform)	250.00	0.00	250.00
3-34. North Blvd, Austin to Harlem (south side)	833.33	388.89	444.44
F. Village Properties			
3-36. 129 Lake	277.78	133.33	144.44
3-37. Fire Station at Euclid and North Blvd	258.67	75.33	183.33
Section 4			
A. Roadway Medians			
4-1. Randolph Parkway	1,388.89	1,388.89	0.00
B. Cul-de-Sacs and Traffic diverters			
4-3. Harvey and Randolph (Cul-de-Sac)	305.22	81.33	223.89
4-4. Elmwood, South of Washington (Cul-de-Sac)	222.22	111.11	111.11
4-5. Scoville, North of Washington (Cul-de-Sac)	200.00	66.67	133.33
4-6. Humphrey, North of Washington (Cul-de-Sac)	111.11	38.89	72.22
4-7. Humphrey, South of Washington (Cul-de-Sac)	155.56	66.67	88.89
4-8. Clinton, North of Madison (Cul-de-Sac and Offset)	111.11	25.00	86.11
4-9. Taylor, North of Washington (Cul-de-Sac)	133.33	0.00	133.33
C. Parkways and bump-outs			
4-11. South Blvd tree grates (south side of street)	0.00	0.00	0.00
4-13. Ridgeland and South Blvd	205.56	0.00	205.56

D. Parking Lots			
4-16. NEC Taylor and Madison (#24)	366.67	88.89	277.78
4-18. South Blvd, East of Ridgeland (#34)	191.11	191.11	0.00
4-19. South Blvd, west of Austin (#35)	205.56	177.78	27.78
4-20. Washington, West of Austin, North side (#36)	911.11	222.22	688.89
4-21. Cuyler, South of Washington (#46)	268.00	34.67	233.33
4-22. SWC Kenilworth & South Blvd (#59)	283.33	238.89	44.44
4-23. South Blvd, at Lombard (#64)	100.00	0.00	100.00
4-24. South Blvd, at Harvey (#65)	125.00	0.00	125.00
4-25. East Avenue, N. of Madison (#70)	122.22	122.22	0.00
4-26. Euclid, North of Madison (#71W)	44.44	44.44	0.00
4-27. Euclid, North of Madison (#71E)	297.22	297.22	0.00
4-30. Clinton, North of Madison (#100)	27.78	27.78	0.00
4-34. East Ave., North of Madison (Meter and Y5 Permit)	87.44	87.44	0.00
4-35. South Blvd at Lombard (#SB1)	644.44	644.44	0.00
4-36. South Blvd at Harvey (#SB2)	544.44	544.44	0.00
4-37. South Blvd at Ridgeland(#SB3)	544.44	544.44	0.00
4-38. South Blvd at Elmwood (#SB4)	995.00	995.00	0.00
4-39. South Blvd at East (#SB5)	276.67	276.67	0.00
4-40. South Blvd at Wesley (#SB6E)	354.44	354.44	0.00
4-41. South Blvd at Euclid (#SB6)	171.67	171.67	0.00
4-42. South Blvd, at Home (#SB10)	34.78	0.00	34.78
4-43. Austin and Randolph (#31)	522.22	188.89	333.33
4-44. Austin and Pleasant (#25P)	211.11	66.67	144.44
4-44A. Madison and Oak Park (#116)	385.22	304.11	81.11
E. Public Way			
4-45. South Blvd, at Harlem	241.67	241.67	0.00
F. Village Properties			
4-46. Parkways at Madison/Highland (previous Shepard Volvo)	210.00	210.00	0.00
4-47. Public Works	1,551.67	500.00	1,051.67
4-48. Public Works – Green Roof	994.44	0.00	994.44
Section 5			
A. Roadway Medians			
5-1. Jackson Blvd Islands	512.78	0.00	512.78
B. Cul-de-Sacs and Traffic diverters			
5-2. Kenilworth and Madison (Cul-de-Sac and planting bed)	114.44	0.00	114.44
5-3. Maple and Jackson (SW) (Diverter)	133.33	111.11	22.22
5-4. Maple and Jackson (NE) (Diverter)	52.67	0.00	52.67
5-5. Maple, South of Monroe (Diverter)	28.89	0.00	28.89

5-6. Austin and Adams (Cul-de-Sac)	294.44	164.44	130.00
C. Parkways and bump-outs			
5-10. Grove and Jackson 'S-Curve'	418.33	35.56	382.78
5-11. Harlem, Jackson to Expressway	486.67	315.33	171.33
D. Parking Lots			
5-13. Village Hall, Pk Lot (#47)	5,286.67	4,852.78	433.89
5-14. Austin and Jackson (#30)	782.22	512.22	270.00
5-15. Austin, North of Harrison (#68)	109.44	41.00	68.44
5-16. Humphrey, South of Harrison (#33)	402.00	102.00	300.00
5-17. Lyman, South of Harrison (#103)	165.11	54.00	111.11
5-18. Austin, South of Harrison (#114)	152.22	0.00	152.22
5-19. Euclid and Harrison, NWC (#1)	344.00	172.22	171.78
5-20. Madison, between Harvey and Highland (#56)	824.44	697.22	127.22
5-21. Highland and Madison (#44)	206.67	206.67	0.00
5-22. Austin and Van Buren (#25V)	139.00	85.00	54.00
5-22A. Wesley and Harrison (#11)	1,541.00	1,541.00	0.00
E. Public Way			
5-23. Eisenhower Expressway – North Parkway	4,440.00	4,022.22	417.78
F. Village Properties			
5-24. Village Hall	2,882.22	2,747.78	134.44
Section 6			
A. Roadway Medians			
(none)			
B. Cul-de-Sacs and Traffic diverters			
6-1. Wenonah (Near Roosevelt) (Cul-de-Sac)	30.00	0.00	30.00
6-2. Scoville and Harvard (Cul-de-Sac)	111.11	105.56	5.56
6-3. Grove, North of Roosevelt (Cul-de-Sac)	35.56	0.00	35.56
6-4. Gunderson, North of Roosevelt (Cul-de-Sac)	111.11	0.00	111.11
6-5. Elmwood, North of Roosevelt (Cul-de-Sac)	111.11	0.00	111.11
6-6. Lombard, North of Roosevelt (Cul-de-Sac)	111.11	0.00	111.11
6-7. Austin and Harvard (Diverter)	63.33	0.00	63.33
C. Parkways and bump-outs			
6-10. Ridgeland and Garfield, (plantings, NEC)	122.22	0.00	122.22
6-11. Ridgeland and Garfield (plantings, SEC)	1,808.33	122.22	1,686.11
6-12. Mohr Concrete Parkway (900 blk, West side)	427.78	337.78	90.00
D. Parking Lots			
6-14. Oak Park, South of Garfield (#15)	122.22	0.00	122.22
6-15. Kenilworth and Fillmore (#84, including grasses)	51.11	0.00	51.11
6-16. Euclid and Garfield (#29)	398.33	183.33	215.00

6-18. Austin and Fillmore (#25F)	251.89	193.00	58.89
E. Public Way			
6-19. Home Ave. Ped Bridge	38.89	0.00	38.89
6-20. Eisenhower Expressway – South Parkway	5,621.89	5,621.89	0.00
F. Village Properties			
6-21. Fire Station at East and Garfield	213.33	164.44	48.89
Totals:	67,536.44	49,191.56	18,344.89
Village Wide Map of Locations, Individual Site Descriptions, Measurements and Pictures Available upon Request			

Detailed Specifications: Business District Maintenance

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

1. Planter Bed Maintenance

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

a. Spring Clean Up

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

b. Weed and Litter Control

Areas to be de-littered, weeded, and inspected weekly. All shrub and planting beds, flowerbeds, groundcover areas, tree rings, mulched and/or stone areas, planters and brick paver areas shall be kept weed free. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply non-selective weed control in parking / paved and paver areas as needed to keep these areas

weed free with Round Up or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel. Applications may be restricted to weekend or off-time hours. Cultivate planting beds as required to control weeds and define edges. Inspect plants for damage and correct as necessary.

c. Fertilization

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

d. Shrub Pruning

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

e. Fall Clean-up

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

f. Insect and Disease Monitoring

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

2. Tree Pit Weeding

The Village has trees located in pits with and without cast iron grates throughout its business districts. Pits are typically 5'x5' with double ground wood chips or gravel mulch. During the growing season, tree pit weeding is required to maintain a clean look within the business district. Weeding would involve the manual removal of all herbaceous material in the tree pit along with as much of its associated root system as possible. Chemical weed control may be used as necessary. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel. Applications may be restricted to weekend or off-time hours.

3. Sidewalk and Curb Weeding

Sidewalk and curb areas to be inspected and weeded weekly. All sidewalk, stone, and paver areas shall be kept weed free. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply non-selective weed control in parking / paved and paver areas as needed to keep these areas weed free with Round Up or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel. Applications may be restricted to weekend or off-time hours. Cultivate planting beds as required to control weeds and define edges. Inspect plants for damage and correct as necessary.

4. Litter Control

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

5. Locations and Quantities of Work

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

Village of Oak Park Business District Maintenance Locations					
Business District	Street	Limit	Limit	Description	Required Parking Lots
North Ave.	North Ave	Austin	Harlem	South Side of Street	99
Chicago Ave. East	Chicago Ave	Austin	N. Ridgeland	Both Sides of Chicago, N. and S. on Austin as far as bricks extend, and Ridgeland N. and S. landscape beds	51N, 51S
Chicago Ave. West	Chicago Ave	Belleforte	Harlem	Both Sides of Street	7
Lake Ave. East	Lake St	Austin	N. Taylor	Both Sides of Street and Median	50N, 101
	Austin	Alley N. of Lake	Viaduct	West side of Street	
	Lake St	N. Cuyler	Ridgeland	Both Sides of Street	
Hemmingway District	Lake St	N. Euclid	N. Oak Park	Both Sides of Street	
	Oak Park	Lake	Pleasant	Both Sides of Street	
	Hunter Court	E. and W.	of Oak Park	Both Sides of Street	
South Marion	Marion	South Blvd	Randolph	Both Sides of Street	81
Madison St.	Madison	Austin	Ridgeland	Both Sides of Street, Median, and N. and S. on Austin to the Alleys	73, 74, 92, 104, 45
	Madison	S. Ridgeland	S. Oak Park	Median	
	Madison	at Oak Park		SE Corner	

	Madison	S. Oak Park	Harlem	Both Sides of Street	
Arts District	Harrison	Austin	Elmwood	Both sides of Street including Gateway Monuments at Austin, Ridgeland, Lombard and Flournoy, and Lombard N. of Harrison	
South Town	S. Oak Park	Van Buren	Lexington	Both sides of Street	15
Roosevelt	Roosevelt	Austin	Harlem	North side of Street and N. on Austin to alley	102, 37
Downtown Oak Park					
DTOP	Lake	Forest	Harlem	Both Sides of Street	3, 10 (including new bump-out landscape area)
	North Blvd.	Forest	Harlem	Both Sides of Street	
	N.Marion	North Blvd	Ontario	Both Sides of Street	
	Harlem	North Blvd	Ontario	East Side of Street	
	Westgate	Harlem	Marion	Both Sides of Street	
	Prairie Way	Marion	Harlem	Both Sides of Street	
	Holley Court Garage				18, 118

Detailed Specifications: 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 475 above ground planters. The design for each of the two installations will be provided for the Bidder after assignment. Bidding shall be based on plant sizes and quantities. Pricing for future designs will be based on plant size pricing proved for 2017.

All planters in business areas and other locations shall be planted with summer and fall plant rotations 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 at the time the award is made to the successful contractor. Replacement of missing grasses, transplanting, replanting, and division and replanting of grasses/perennials shall be at the direction of the Forestry Superintendent as an approved extra, not as part of base bid.

A Landscape Architect/Client Representative will supervise all work by the contractor for the entire duration of each rotation installation in addition to the transplanting, division, and replacement of existing plant material as noted on the drawings.

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

1. Summer Rotation Installation:

The summer rotation shall be planted no later than May 10, 2017, (unless weather conditions warrant a later date and then only with the approval of the Forestry Superintendent) and be maintained through September 29, 2017, unless otherwise directed by the Urban Forestry Superintendent or his/her designee.

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

Fill all planters with approved planting medium as required to a finished grade within one inch (1") of top of planter. Type, size, and quantity of plant material shall be approved by the Village prior to installation. See plant schedules for exact quantities, species and sizes.

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

2. Fall Rotation Installation:

The Fall rotation shall be planted no later than September 22, 2017, and maintained through December 15, 2017, at which time all seasonal plantings will be removed unless otherwise directed by the Urban Forestry Superintendent or his/her designee.

It is the responsibility of the successful bidder to locate, deliver to the site, and keep in good health all plant material specified for each seasonal rotation. All flowering plants should be budding/newly flowering at time of planting. All work shall be completed as specified in a timely manner as dated 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. Type, size, and quantity of plant material shall be approved by the Village prior to installation. See plant schedules for exact quantities, species and sizes.

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

3. Replacement Material:

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

4. Maintenance:

All planters shall be weeded weekly and fertilized as needed to keep plantings vigorous and attractive. Particular emphasis will be placed on high standards of quality and professionalism, including weed control and litter control in areas immediately surrounding planters. The bidder is responsible for maintaining a two foot (2') band around the base of the planter in a weed free condition. 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 Architect.

5. Soil:

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

The planting medium mix shall be:

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

RR Mulch & Soil Products, LLC
Chicago, Illinois
(773) 544-4655

6. Watering:

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

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

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

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

7. Locations and Quantities of Work

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

Village of Oak Park Planter Locations and Quantities	
District Location	Approximate Quantity
North Ave.	78
Chicago / Harlem	54
Hemingway District	52
Lake / Austin	39
S. Marion	25
Madison St.	65
Harlem / Garfield	16
Southtown	23
Harrison St	59
Roosevelt	24
Austin / Division	6
Central Fire Station	7
South Blvd / Harvey	3
Village Hall	6

Madison St. Medians	7
Downtown Oak Park	107

Detailed Specifications: Add On / On Demand Services

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

1. Clean-up

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

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

2. Weeding / Fertilization / Cultivation

The Forestry Superintendent shall be notified prior to application of any chemical control measures for material approval and scheduling. Any treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Non-selective weed control in parking, sidewalk, paved and paver areas may be applied as needed to keep these areas weed free. Use Round Up or approved equivalent. Any post-emergent broadleaf weed control must be Village approved. All applications to be made by licensed personnel. Applications may be restricted to weekend or off-time hours.

3. Shrub Pruning

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

4. Install Mulch

Maintain a 2" to 4" mulch layer in all existing mulch areas. Mulch must be premium double processed hardwood bark mulch natural in color. Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark, not to exceed two (2) inches in its largest dimension and free of foreign matter, sticks, stones and clods. All hardwood bark mulch

shall be processed through a hammermill. Replace/refresh mulch as requested throughout the year at unit price indicated on the bid sheet. Bidder must provide a sample of the proposed mulch before approved

5. Watering

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

6. Parkway Restoration

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

7. Sod Installation

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

- i. Sod Type and Care - The sod shall be weed-free nursery grown Kentucky Blue Grass. Care shall be taken to retain the native soil on the roots during the process of stripping, transporting and placing. Sod shall be subject to inspection and approval at place of growth and/or upon delivery for conformity to specification requirements. Approval at place of growth shall not impair the right of inspection and rejection upon delivery at the site or during the process of the work.

- ii. Preparation - Prior to placing sod, the existing soil shall be scarified to a depth of three inches (3"). The existing soil shall be free of rocks, sticks, and debris. If required, topsoil meeting the requirements for top soil mix shall be added to bring the area to grade. Topsoil will not be paid for separately but shall be considered incidental to Sod Installation. Prepared soil surfaces that became crusted shall be reworked to an acceptable condition for sodding. All soil surfaces shall be moist when the sod is placed. When directed, the Contractor shall be required to apply water to dry soil surfaces at a minimum rate of one (1) Gallon/feet immediately prior to placing the sod. Reworking and moistening the soil surface shall not be measured for payment but considered incidental to Sod Installation.
8. **Split Rail Fence Post and Rail Replacement**
Village owned wood split rail fences are damaged throughout the year. Remove damaged fence materials and purchase and install fence posts or split rails at unit prices indicated on bid sheet when requested.
9. **Tree Pit Weeding**
The Village has trees located in pits with and without cast iron grates throughout its business districts. Pits are typically 5'x5' with double ground wood chips or gravel mulch. During the growing season, tree pit weeding may be required to maintain a clean look within the business district. This work is typically done at the request of the business district. Weeding would involve the manual removal of all herbaceous material in the tree pit along with as much of its associated root system as possible when requested.

Licenses and Permits

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

Alterations, Omissions and Extra Work

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

Method of Payment

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

Change Orders

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

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

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

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

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

Correction of Work Prior To Final Payment

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

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

Bidder's Representative

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

IV
BID FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Village Wide Comprehensive Landscape Maintenance and will furnish all the insurance documents and security deposits as stipulated. The areas to be maintained for 2017 are as listed in the table above. The unit prices listed below should be for 2017 only. The contract would include quantities estimated below in 2018 and 2019. Bid bond amount should be 10% of the sum of "Total Cost for 2017" amount listed below for each contract being bid on.

Bidders can bid on any or all Items 1-3. All bidders are required to provide pricing for Item 4.

1. Regular Landscape Maintenance

Maintenance type	Estimated area	Cost per Sq. Yd./Month
Turf Area:	49,192 sq. yd.	\$.16/ \$7,870.72
Planter Bed Area:	18,345 sq. yd.	\$.11/ \$2,017.95
		Total Cost per month: \$ 9,888.67
		Total Monthly Maintenance for 2017 (8 months): \$ 79,109.36
		Spring Clean-Up: \$ 77,200.00
		Fall Clean-Up: \$ 8,200.00
		Total Cost for 2017 (Clean-Ups and Total Monthly Maintenance): \$ 164,509.36

2. Business District Maintenance

Business District	Spring Clean-Up	Fall Clean-Up	Maintenance / Month
North Ave.	\$ 1,513.00	\$ 487.00	\$ 170.00
Chicago Ave. East	\$ 2,068.00	\$ 726.00	\$ 341.00
Chicago Ave. West	\$ 258.00	\$ 90.00	\$ 40.00
Lake Ave. East	\$ 2,900.00	\$ 786.00	\$ 341.00
Hemingway District	\$ 2,561.00	\$ 574.00	\$ 284.00
South Marion	\$ 715.00	\$ 181.00	\$ 170.00
Madison St.	\$ 6,410.00	\$ 2,190.00	\$ 682.00
Arts District	\$ 2,823.00	\$ 967.00	\$ 455.00

South Town	\$ 715.00	\$ 181.00	\$ 170.00
Roosevelt	\$ 1,513.00	\$ 487.00	\$ 170.00
Downtown Oak Park	\$ 3,578.00	\$ 1,209.00	\$ 455.00

Spring Clean-Up Total: \$ 25,054.00

Fall Clean-Up Total: \$ 7,878.00

Total Maintenance per Month: \$ 3,278.00

Total Cost for 2017 (Clean-Ups and 8 Months Maintenance): \$ 59,156.00

3. Container Seasonal Display and Maintenance

2017 Summer Rotation: VOP Areas

Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total
Summer Thriller	1 gal	Colocasia, Cordyline, Gaura	227	\$19.71	\$4,474.17
Summer Thriller	6" pot	Colocasia, Cordyline, Gaura	243	\$17.09	\$4,152.87
Summer Filler	1 gal	Coleus, Geranium, Lantana	93	\$12.29	\$1,142.97
Summer Filler	6" pot	Coleus, Geranium, Lantana	243	\$8.60	\$2,089.80
Summer Filler	4" pot	Coleus, Geranium, Lantana	1,088	\$4.75	\$5,168.00
Summer Spiller	1 gal	Ipomoea, Petunia, Stachys	13	\$11.16	\$145.08
Summer Spiller	6" pot	Ipomoea, Petunia, Stachys	42	\$8.60	\$361.20
Summer Spiller	4" pot	Ipomoea, Petunia, Stachys	2,532	\$4.75	\$12,027.00
Total Summer Rotation Cost:					\$29,561.09

2017 Fall Rotation: VOP Areas

Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total
Fall Thriller	1 gal	Kale, Pennisetum	184	\$10.64	\$1,957.76
Fall Filler	3 gal	Brassica, Chrysanthemum	35	\$35.00	\$1,225.00
Fall Filler	8" pot	Brassica, Chrysanthemum	545	\$10.26	\$5,591.70
Fall Filler	6" pot	Brassica, Chrysanthemum	225	\$9.51	\$2,139.75
Fall Spiller	4" pot	Viola	1,120	\$2.21	\$2,475.20
Total Fall Rotation Cost:					\$13,389.41

2017 Summer Rotation: DTOP

Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total
Summer Thriller	1 gal	Colocasia, Cordyline, Gaura	82	\$19.71	\$1,616.22
Summer Thriller	6" pot	Colocasia, Cordyline, Gaura	87	\$17.09	\$1,486.83
Summer Filler	4" pot	Coleus, Geranium, Lantana	33	\$12.29	\$405.57
Summer Filler	6" pot	Coleus, Geranium, Lantana	87	\$8.60	\$748.20
Summer Filler	4" pot	Coleus, Geranium, Lantana	391	\$4.75	\$1,857.25
Summer Spiller	1 gal	Ipomoea, Petunia, Stachys	5	\$11.16	\$55.80

Summer Spiller	6" pot	Ipomoea, Petunia, Stachys	15	\$8.60	\$129.00
Summer Spiller	4" pot	Ipomoea, Petunia, Stachys	910	\$4.75	\$4,322.50
Total Summer Rotation Cost:					\$10,621.37

2017 Fall Rotation: DTOP

Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total
Fall Thriller	1 gal	Kale, Pennisetum	51	\$10.64	\$542.64
Fall Filler	3 gal	Brassica, Chrysanthemum	10	\$35.00	\$350.00
Fall Filler	8" pot	Brassica, Chrysanthemum	150	\$10.26	\$1,539.00
Fall Filler	6" pot	Brassica, Chrysanthemum	62	\$9.51	\$589.62
Fall Spiller	4" pot	Viola	309	\$2.21	\$682.89
Total Fall Rotation Cost:					\$3,704.15

Total VOP Areas Maintenance per Month: \$ 788.00

Total DTOP Maintenance per Month: \$ 338.00

Watering per Hour: \$ 45.00

Total Cost for 2017 (Rotations, 8 Months Maintenance, 700 hrs. Water): \$ 97,784.02

4. On-Demand Landscape Maintenance

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

1. Property Clean Up

Man-hour cost (per hr.): \$ 39.00

Dump Cost (Per ton): \$ 65.00

Disposal Cost (Per trip): \$ 80.00

2. Weeding / Fertilization / Cultivation (sq. yd.) \$.60 (per sq. yd.)

3. Shrub Pruning (per hr.) \$ 39.00

4. Install mulch (cu. yd.) \$ 60.00

5. Watering (per hr.) \$ 45.00

- | | |
|--------------------------------------|-----------------|
| 6. Parkway Restoration (sq. yd.) | \$ <u>14.00</u> |
| 7. Sod Installation (sq. yd.) | \$ <u>14.00</u> |
| 8. Split Rail Fence Post Replacement | \$ <u>77.00</u> |
| 9. Split Rail Replacement | \$ <u>63.00</u> |
| 10. Tree Pit Weeding (per hr.) | \$ <u>35.00</u> |

Robert C. McAdam, Jr.

(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: January / 27 / 2017

McAdam Landscaping, Inc.

Organization Name (Seal - If Corporation)

By:

Robert C. McAdam, Jr.
Authorized Signature

2001 Des Plaines Ave, Forest Park, IL 60130

Address

(708) 771-2299

Telephone

Subscribed and sworn to before me this 27th day of Jan, 2017.

Lena Carl

Notary Public

in the State of _____ . My Commission

Expires on / /



BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) **Corporation**

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

McAdam Landscaping, Inc. and is organized and existing under the laws of the State of
Illinois. The full names of its Officers are:

President W. Scott McAdam

Secretary Robert C. McAdam, Jr.

Treasurer Marillyn Hudson

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>	Village of Forest Park
<u>ADDRESS</u>	7343 W. 15th Street
	Forest Park, IL 60130
<u>CONTACT</u>	John Doss
<u>PHONE</u>	(708) 366-4876
<u>WORK</u>	
<u>PERFORMED</u>	Island maintenance, cul de sac maintenance

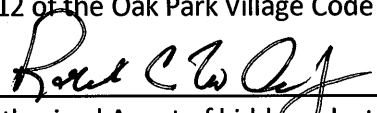
<u>MUNICIPALITY</u>	Downtown Oak Park
<u>ADDRESS</u>	1010 Lake Street
	Oak Park, IL 60301
<u>CONTACT</u>	Max Williams
<u>PHONE</u>	(708) 383-4145
<u>WORK</u>	
<u>PERFORMED</u>	Maintenance, watering

<u>MUNICIPALITY</u>	Village of Oak Park
<u>ADDRESS</u>	201 South Boulevard
	Oak Park, IL 60302
<u>CONTACT</u>	Robert Sproule
<u>PHONE</u>	(708) 358-5700
<u>WORK</u>	
<u>PERFORMED</u>	Watering

<u>MUNICIPALITY</u>	West Suburban Medical Center
<u>ADDRESS</u>	3 Erie Court
	Oak Park, IL 60302
<u>CONTACT</u>	Martin Milot
<u>PHONE</u>	(708) 763-6761
<u>WORK</u>	
<u>PERFORMED</u>	Landscape maintenance, seasonal color, watering

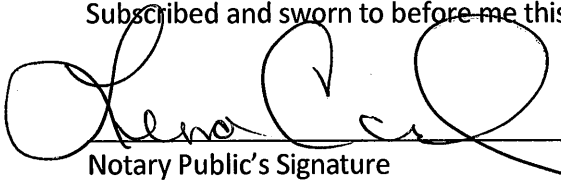
V
BIDDER CERTIFICATION

McAdam Landscaping, Inc., as part of its Bid on an agreement for 2017 Comprehensive Landscape Maintenance for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.



(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 27th day of Jan, 2017.



Notary Public's Signature

- Notary Public Seal -



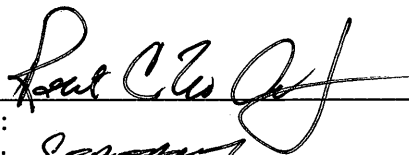
VI
TAX COMPLIANCE AFFIDAVIT

Robert C. McAdam, Jr., being first duly sworn, deposes and says:

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

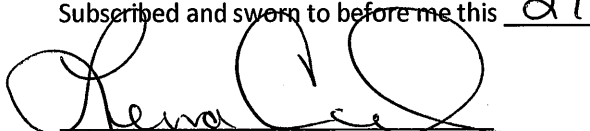
McAdam Landscaping, Inc.
(bidder selected)

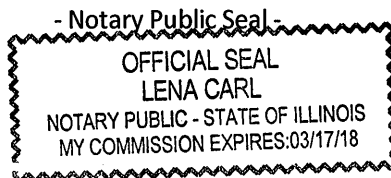
The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, 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.

By: 
Its: SECRETARY
ROBERT C. McADAM, JR.
(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 27th day of Jan, 2017.


Notary Public's Signature



VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named McAdam Landscaping, Inc. and is organized and existing in good standing under the laws of the State of Illinois. The full names of its Officers are:

President W. Scott McAdam

Secretary Robert C. McAdam, Jr.

Treasurer Marillyn Hudson

Registered Agent Name and Address: _____

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

B. Sole Proprietor:

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

C. Partnership:

The Contractor is a Partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature

Signature

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

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

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

Signature of Owner



SECTION VIII
BID BOND

WE McAdam Landscaping, Inc.

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 27th day of January A.D. 2017.

PRINCIPAL

McAdam Landscaping, Inc.

(Company Name)

(Company Name)

By: *Robert C. [Signature]*

(Signature & Title)

By: _____

(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

27th day of March, 2017.
Lena Carl
Notary Public



NAME OF SURETY WESTERN SURETY COMPANY

By: _____
Signature of Attorney-in-Fact
Joan M. Jones

Subscribed to and Sworn before me on the

_____ day of _____, 2017.

Notary Public

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71869804

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

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

Principal: McAdam Landscaping, Inc.

Obligee: Village of Oak Park

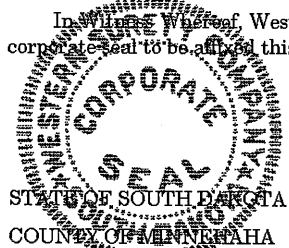
Amount: \$1,000,000.00

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

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

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of April 27, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 27th day of January, 2017.

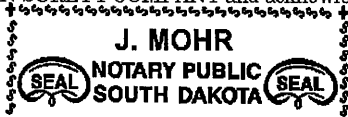


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 27th day of January, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 27th day of January, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: January 27, 2017

AGENT CODE: 12-00476

ATTENTION: Joan

Number of Pages: 4

RE: Bond 71869804 .McAdam Landscaping, Inc.

Regular Landscape Maintenance

10%

Contract Amount: \$167,445.00

Company Code: 601 - Western Surety Company

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued.

****Please advise us of the bid results as soon as they are available. Please complete and fax/email us the following:

Contract Price: \$ _____

Contract Date: _____

Next two lowest bidders: \$ _____

\$ _____

Was the principal the low bidder? ☐ Yes ☐ No

Do you need approval for the Performance and Payment bond at this time? ☐ Yes ☐ No

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

****IMPORTANT NOTICE AND REMINDER:** Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

Business Services



SECTION VIII
BID BOND

Bond No. 71870441

WE McAdam Landscaping, Inc.

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 27th day of January A.D. 2017.

PRINCIPAL
McAdam Landscaping, Inc.

(Company Name)

(Company Name)

By: Robert C. W. [Signature]

(Signature & Title)

By: _____

(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

27th day of January, 2017.

Notary Public



NAME OF SURETY WESTERN SURETY COMPANY

By: _____
Signature of Attorney-in-Fact JOAN M JONES

Subscribed to and Sworn before me on the

27th day of January, 2017.

Notary Public

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71870441

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

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

Principal: McAdam Landscaping, Inc.

Obligee: Village of Oak Park

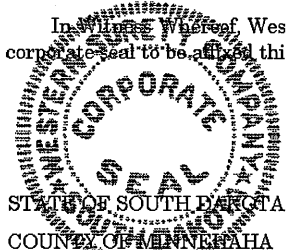
Amount: \$1,000,000.00

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

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

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of April 27, 2017, but until such time shall be irrevocable and in full force and effect.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 27th day of January, 2017.

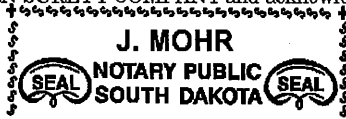


WESTERN SURETY COMPANY

A handwritten signature in black ink that reads "Paul T. Bruflat".

Paul T. Bruflat, Vice President

On this 27th day of January, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



A handwritten signature in black ink that reads "J. Mohr".

Notary Public - South Dakota

My Commission Expires June 23, 2021

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 27th day of January, 2017.

WESTERN SURETY COMPANY

A handwritten signature in black ink that reads "Paul T. Bruflat".

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: January 27, 2017

AGENT CODE: 12-00476

ATTENTION: Christine

Number of Pages: 3

RE: Bond 71870441 - McAdam Landscaping, Inc.

Bid Number 17-101 Village of Oak Park 2017 Comprehensive Landscape
Maintenance 10%

Contract Amount: \$97,786.00

Company Code: 601 - Western Surety Company

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued.

****Please advise us of the bid results as soon as they are available. Please complete and fax/email us the following:

Contract Price: \$ _____

Contract Date: _____

Next two lowest bidders: \$ _____
\$ _____

Was the principal the low bidder? ☐ Yes ☐ No

Do you need approval for the Performance and Payment bond at this time? ☐ Yes ☐ No

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

****IMPORTANT NOTICE AND REMINDER:** Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

Business Services



SECTION VIII
BID BOND

Bond No. 71870067

WE McAdam Landscaping, Inc.

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 27th day of January A.D. 2017.

PRINCIPAL
McAdam Landscaping, Inc.

(Company Name)

(Company Name)

By:

Robert C. [Signature]
(Signature & Title)

By:

(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

27th day of January, 2017.

Notary Public



NAME OF SURETY WESTERN SURETY COMPANY

By: _____
Signature of Attorney-in-Fact JOAN M JONES

Subscribed to and Sworn before me on the

27th day of January, 2017.

Notary Public

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71870067

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

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

Principal: McAdam Landscaping, Inc.

Obligee: Village of Oak Park

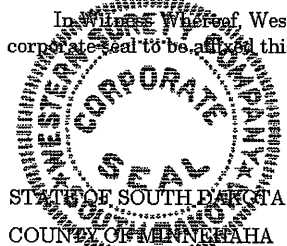
Amount: \$1,000,000.00

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

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

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of April 27, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 27th day of January, 2017.

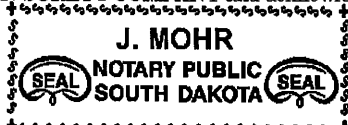


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 27th day of January, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 27th day of January, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: January 27, 2017

AGENT CODE: 12-00476

ATTENTION: Christine

Number of Pages: 3

RE: Bond 71870067 - McAdam Landscaping, Inc.

Business District Maintenance

10%

Contract Amount: \$59,156.00

Company Code: 601 - Western Surety Company

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued.

****Please advise us of the bid results as soon as they are available. Please complete and fax/email us the following:

Contract Price: \$ _____

Contract Date: _____

Next two lowest bidders: \$ _____

\$ _____

Was the principal the low bidder? ☐ Yes ☐ No

Do you need approval for the Performance and Payment bond at this time? ☐ Yes ☐ No

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

****IMPORTANT NOTICE AND REMINDER:** Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

Business Services

SECTION IX
COMPLIANCE AFFIDAVIT

I, Robert C. McAdam, Jr., (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) Vice President 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 agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: 

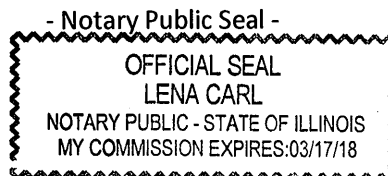
Name and address of Business: McAdam Landscaping, Inc. 2001 Des Plaines Ave, Forest Park, IL 60130

Telephone (708) 771-2299

E-Mail rob@mcadamlandscape.com

Subscribed to and sworn before me this 27th day of Jan, 2017.


Notary Public



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: McAdam Landscaping, Inc.
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?
- 20 Number of full-time employees
- 64 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: _____

Date: 1/27/17

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

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

Contractor Name McAdam Landscaping, Inc.

Total Employees 84

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	9	5	3	1								
Professionals	3	1	2									
Technicians	1	1										
Sales Workers	4	3	1									
Office & Clerical	2		2									
Semi-Skilled	65	65		2	63							
Laborers												
Service Workers												
TOTAL	84											
Management Trainees												
Apprentices												

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

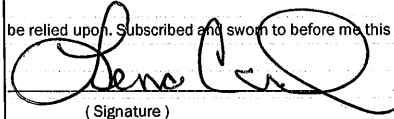
Robert C. McAdam, Jr., being first duly sworn, deposes and says that he/she is the Vice President

(Name of Person Making Affidavit)

(Title or Officer)

of McAdam Landscaping, Inc. 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 27th day of Jan, 2017



(Signature)

(Date)



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. 17-101; Village of Oak Park Village 2017 Comprehensive Landscape Maintenance

Comments:

Signed: _____

Phone: _____

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



Contract Bond

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

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

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

CONTRACT BOND CONTINUED

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

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2017.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2017.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2017.

Notary Public

**JESSE WHITE**
SECRETARY OF STATE**CORPORATION FILE DETAIL REPORT**

File Number	51661222		
Entity Name	MCADAM LANDSCAPING, INCORPORATED		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	01/31/1979	State	ILLINOIS
Agent Name	MATTHEW P CONNELLY	Agent Change Date	02/24/2015
Agent Street Address	321 N CLARK ST, STE 2200	President Name & Address	W SCOTT MCADAM 2001 DES PLAINES AVE FOREST PARK IL 60130
Agent City	CHICAGO	Secretary Name & Address	ROBERT C MCADAM SAME
Agent Zip	60654	Duration Date	PERPETUAL
Annual Report Filing Date	12/21/2018	For Year	2019

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(One Certificate per Transaction)

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