

Item F.
Approved[Sign In](#)

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

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File #: RES 19-39

Name:

Type: Resolution

Status:

Consent Agenda

In control:

President and Board
of Trustees

On agenda: 2/4/2019

Final action:

Title:

A Resolution Approving the Renewal of the Independent Contractor Agreement with City Escape Garden & Design LLC for the 2019 Village Container Plantings Program in an Amount not to Exceed \$90,000.00 and Authorizing Its Execution

Attachments:

1. [Resolution-Container Plantings-City Escape](#), 2. [Renewal Form-Container Plantings-City Escape](#), 3. [Attachments-Container Plantings-City Escape](#)

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

John P. Wielebnicki, Public Works Director

Reviewed By

LKS

Agenda Item Title

A Resolution Approving the Renewal of the Independent Contractor Agreement with City Escape Garden & Design LLC for the 2019 Village Container Plantings Program in an Amount not to Exceed \$90,000.00 and Authorizing Its Execution

Overview

In January of 2017 Village staff requested bids for three separate landscaping contracts under a "Comprehensive Landscaping Bid". City Escape Garden & Design LLC, of Chicago, IL was identified as the lowest responsive bidder for one of the contracts, the Village Container Plantings Program. The Village entered into an Independent Contractor Agreement with City Escape in 2017 and renewed in 2018. Staff proposes to exercise the second of the two possible renewals.

Staff Recommendation

Approve the Resolution.

Fiscal Impact

For this work, the FY2019 budget provides a total of \$180,000.00 for 1) the installation of plants and their maintenance in above ground movable container landscape planters and 2) Business District landscape maintenance in the General Fund, General Contractuals account no. 1001-43800-742-530660.

This item is for the installation of plants and their maintenance in above ground movable planters (item #1 above) which is proposed at a not to exceed amount of \$90,000.00 from the above budget line item.

The second item noted in the first paragraph, Business District landscape maintenance, will be presented under another Board Agenda item. This amount also does not include landscape maintenance in DTOP which will be handled under an agreement with DTOP for that maintenance with funds also coming from the above budget line item.

Background

The Village maintains the landscaping in multiple business districts across the Village. Village staff, business owners, and residents place high importance on the quality and cleanliness of their business districts. Part of providing a high quality unified streetscape design across the village is the installation and maintenance of plant material in approximately 435 above ground movable container landscape planters.

City Escape Garden & Design LLC was the low responsive bidder for this contract when the work was bid out in late 2016 for FY2017. They have completed this type of work for the Village in the past including in 2018. They are a quality contractor who provides excellent service. Village staff is requesting to exercise the first of the two possible renewals outlined in the original contract.

The Container Plantings program work begins in May with a cleanup and installation of perennial and annual planting materials in 435 containers across the multiple business districts. The containers are visited every couple days as necessary to water the plants and maintain the containers. There is a second installation that occurs in the fall with material more appropriate to the season. Those plants are watered and maintained through December.

The following is the proposed contract amount for this project:

- Base Installation and Maintenance: \$32,000.00
- Estimated 800 Hours of watering at \$38.00 per hour: \$38,000.00
- Plant additions, replacements, extra watering or other required work: \$20,000.00

Total not to exceed amount for this contract is proposed to be \$90,000.00

Alternatives

The Board can delay action to gain additional information.

Previous Board Action

The Village Board approved funding for the program as part of the FY2019 budget and has approved this contract annually.

Citizen Advisory Commission Action

N/A.

Anticipated Future Actions/Commitments

It is anticipated that the Public Works Department will be bringing this agreement to the Village Board annually.

Intergovernmental Cooperation Opportunities

None at this time.

Performance Management (MAP) Alignment

This work is in alignment with the Governance Priority established for the Public Works Department for Maintenance and Service Programs.

RESOLUTION

A RESOLUTION APPROVING THE RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH CITY ESCAPE GARDEN & DESIGN LLC FOR THE 2019 VILLAGE CONTAINER PLANTINGS PROGRAM IN AN AMOUNT NOT TO EXCEED \$90,000.00 AND AUTHORIZING ITS EXECUTION

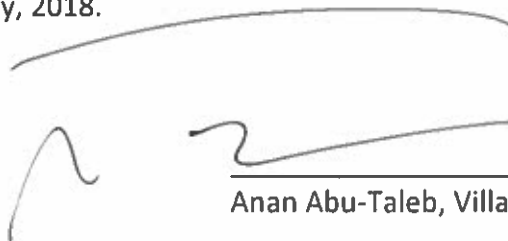
BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Renewal of the Independent Contractor Agreement ("Renewal") with City Escape Garden & Design LLC of Chicago, Illinois, for fiscal year 2019 for the Village Container Plantings Program in an amount not to exceed \$90,000.00 is approved and the Village Manager is authorized to execute the Renewal in substantially the form attached.

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

ADOPTED this 4th day of February, 2019, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet	✓			
Trustee Button	✓			
Trustee Moroney	✓			
Trustee Taglia	✓			
Trustee Tucker	✓			

APPROVED this 4th day of February, 2018.



Anan Abu-Taleb, Village President

ATTEST


Vicki Scaman, Village Clerk

**RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND CITY ESCAPE GARDEN & DESIGN LLC FOR THE 2019 VILLAGE
CONTAINER PLANTINGS PROGRAM IN AN AMOUNT NOT TO EXCEED \$90,000.00**

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

RECITALS

WHEREAS, the Parties previously entered into an Independent Contractor Agreement dated February 23, 2017 ("Agreement"); and

WHEREAS, the Parties seek to renew the Agreement pursuant to the terms of the Agreement in an amount not to exceed \$90,000.00.

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

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

2. **RENEWAL OF AGREEMENT.** The Agreement between the Parties is hereby renewed pursuant to the terms of the Agreement from the date of execution of this renewal to December 31, 2019.

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

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

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

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

VILLAGE OF OAK PARK


By: Cara Pavlicek
Its: Village Manager

Dated: 2/6, 2019

ATTEST


By: Vicki Scaman
Its: Village Clerk

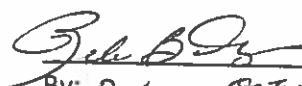
Dated: 2/6, 2019

CITY ESCAPE GARDEN & DESIGN LLC


By: Connie Rivera
Its: Managing Member

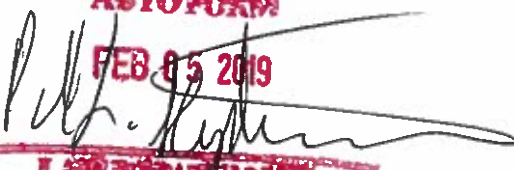
Dated: Feb 20, 2019

ATTEST


By: Rebecca Ortiz
Its: Act Manager

Dated: 2/20, 2019

REVIEWED AND APPROVED
ASTO FORM


FEB 05 2019
LAW DEPARTMENT

Village of Oak Park 2017 Container Planting Installation and Maintenance Bid Summary													
2017 Summer Rotation: VOP Areas				A & B Landscaping Inc.		Christy Webber Landscapes		City Escape		McAdam Landscape		Alvarez	
Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Summer Thriller	1 gal	Colocasia, Cordyline, Gaura	227	No Bid	No Bid	\$15.00	\$3,405.00	\$8.50	\$1,929.50	\$19.71	\$4,474.17	No Bid	No Bid
Summer Thriller	6" pot	Colocasia, Cordyline, Gaura	243	No Bid	No Bid	\$15.00	\$3,645.00	\$3.45	\$838.35	\$17.09	\$4,152.87	No Bid	No Bid
Summer Filler	1 gal	Coleus, Geranium, Lantana	93	No Bid	No Bid	\$11.22	\$1,043.46	\$4.50	\$418.50	\$12.29	\$1,142.97	No Bid	No Bid
Summer Filler	6" pot	Coleus, Geranium, Lantana	243	No Bid	No Bid	\$11.22	\$2,726.46	\$3.45	\$838.35	\$8.60	\$2,089.80	No Bid	No Bid
Summer Filler	4" pot	Coleus, Geranium, Lantana	1,088	No Bid	No Bid	\$4.89	\$5,320.32	\$2.78	\$3,024.64	\$4.75	\$5,168.00	No Bid	No Bid
Summer Spiller	1 gal	Ipomoea, Petunia, Stachys	13	No Bid	No Bid	\$11.22	\$145.86	\$4.50	\$58.50	\$11.16	\$145.08	No Bid	No Bid
Summer Spiller	6" pot	Ipomoea, Petunia, Stachys	42	No Bid	No Bid	\$11.22	\$471.24	\$3.45	\$144.90	\$8.60	\$361.20	No Bid	No Bid
Summer Spiller	4" pot	Ipomoea, Petunia, Stachys	2,532	No Bid	No Bid	\$4.89	\$12,381.48	\$2.78	\$7,038.96	\$4.75	\$12,027.00	No Bid	No Bid
Total Summer Rotation Cost:					No Bid		\$29,138.00		\$14,291.70		\$29,561.09		No Bid
2017 Fall Rotation: VOP Areas													
Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Fall Thriller	1 gal	Kale, Pennisetum	184	No Bid	No Bid	\$12.24	\$2,252.16	\$5.35	\$984.40	\$10.64	\$1,957.76	No Bid	No Bid
Fall Filler	3 gal	Brassica, Chrysanthemum	35	No Bid	No Bid	\$22.95	\$803.25	\$10.00	\$350.00	\$35.00	\$1,225.00	No Bid	No Bid
Fall Filler	8" pot	Brassica, Chrysanthemum	545	No Bid	No Bid	\$8.67	\$4,725.15	\$3.75	\$2,043.75	\$10.26	\$5,591.70	No Bid	No Bid
Fall Filler	6" pot	Brassica, Chrysanthemum	225	No Bid	No Bid	\$8.67	\$1,950.75	\$3.00	\$675.00	\$9.51	\$2,139.75	No Bid	No Bid
Fall Spiller	4" pot	Viola	1,120	No Bid	No Bid	\$4.38	\$4,905.60	\$1.88	\$2,105.60	\$2.21	\$2,475.20	No Bid	No Bid
Total Fall Rotation Cost:					No Bid		\$14,635.00		\$6,158.75		\$13,389.41		No Bid
2017 Summer Rotation: DTOP													
Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Summer Thriller	1 gal	Colocasia, Cordyline, Gaura	82	No Bid	No Bid	\$15.00	\$1,230.00	\$8.50	\$697.00	\$19.71	\$1,616.22	No Bid	No Bid
Summer Thriller	6" pot	Colocasia, Cordyline, Gaura	87	No Bid	No Bid	\$15.00	\$1,305.00	\$3.45	\$300.15	\$17.09	\$1,486.83	No Bid	No Bid
Summer Filler	4" pot	Coleus, Geranium, Lantana	33	No Bid	No Bid	\$4.89	\$161.37	\$2.78	\$91.74	\$12.29	\$405.57	No Bid	No Bid
Summer Filler	6" pot	Coleus, Geranium, Lantana	87	No Bid	No Bid	\$11.22	\$976.14	\$3.45	\$300.15	\$8.60	\$748.20	No Bid	No Bid
Summer Filler	4" pot	Coleus, Geranium, Lantana	391	No Bid	No Bid	\$4.89	\$1,911.99	\$2.78	\$1,086.98	\$4.75	\$1,857.25	No Bid	No Bid
Summer Spiller	1 gal	Ipomoea, Petunia, Stachys	5	No Bid	No Bid	\$11.22	\$56.10	\$4.50	\$22.50	\$11.16	\$55.80	No Bid	No Bid
Summer Spiller	6" pot	Ipomoea, Petunia, Stachys	15	No Bid	No Bid	\$11.22	\$168.30	\$3.45	\$51.75	\$8.60	\$129.00	No Bid	No Bid
Summer Spiller	4" pot	Ipomoea, Petunia, Stachys	910	No Bid	No Bid	\$4.89	\$4,449.90	\$2.78	\$2,529.80	\$4.75	\$4,322.50	No Bid	No Bid
Total Summer Rotation Cost:					No Bid		\$10,257.00		\$5,080.07		\$10,621.37		No Bid
2017 Fall Rotation: DTOP													
Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Fall Thriller	1 gal	Kale, Pennisetum	51	No Bid	No Bid	\$12.24	\$624.24	\$5.35	\$272.85	\$10.64	\$542.64	No Bid	No Bid
Fall Filler	3 gal	Brassica, Chrysanthemum	10	No Bid	No Bid	\$22.95	\$229.50	\$10.00	\$100.00	\$35.00	\$350.00	No Bid	No Bid
Fall Filler	8" pot	Brassica, Chrysanthemum	150	No Bid	No Bid	\$8.67	\$1,300.50	\$3.75	\$562.50	\$10.26	\$1,539.00	No Bid	No Bid
Fall Filler	6" pot	Brassica, Chrysanthemum	62	No Bid	No Bid	\$8.67	\$537.54	\$3.00	\$186.00	\$9.51	\$589.62	No Bid	No Bid
Fall Spiller	4" pot	Viola	309	No Bid	No Bid	\$4.39	\$1,356.51	\$1.88	\$580.92	\$2.21	\$682.89	No Bid	No Bid
Total Fall Rotation Cost:					No Bid		\$4,043.00		\$1,702.27		\$3,704.15		No Bid
Total Rotations Cost:					No Bid		\$58,073.00		\$27,232.79		\$57,276.02		No Bid
Total VOP Areas Maintenance per Month:					No Bid		\$43,773.00		\$1,400.00		\$788.00		No Bid
Total DTOP Areas Maintenance per Month:					No Bid		\$14,300.00		\$280.00		\$338.00		No Bid
Watering per Hour:					No Bid		\$65.00		\$38.00		\$45.00		No Bid
Total Cost for 2017:					No Bid		\$161,646.00		\$67,272.79		\$97,784.02		No Bid



LLC FILE DETAIL REPORT

File Number	00865842		
Entity Name	CITYESCAPE GARDEN & DESIGN LLC		
Status	ACTIVE	On	02/07/2017
Entity Type	LLC	Type of LLC	Domestic
File Date	02/20/2003	Jurisdiction	IL
Agent Name	BARRY C. KESSLER	Agent Change Date	01/31/2013
Agent Street Address	1275 MILWAUKEE AVE STE 300	Principal Office	3022 W LAKE ST CHICAGO, IL 60612
Agent City	GLENVIEW	Managers	View
Agent Zip	60025	Duration	12/31/2029
Annual Report Filing Date	00/00/0000	For Year	2018
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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(One Certificate per Transaction)

OTHER SERVICES

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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 City Escape Garden & Design LLC (hereinafter the "Contractor").

WHEREAS, Contractor submitted a Proposal dated January 27, 2017, a copy of which is attached hereto and incorporated herein by reference, to provide Plant Installation and Maintenance (hereinafter referred to as the "Work") for the Village Container Plantings 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 \$31,650.45 plus \$28,349.55 for additional requested work and unforeseen conditions for a total cost of \$60,000.00 ("Contract Price"). 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. 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 the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by 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 the date that the Work is completed as determined by the Village. 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 the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by 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 the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

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

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village 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) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

10. GUARANTY

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

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall

not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

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

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email 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:

Connie Rivera
City Escape Garden & Design LLC
3022 W. Lake St.
Chicago, IL 60612
Email: connie@cityescape.biz

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by facsimile or email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or email notice 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 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

The 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 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.

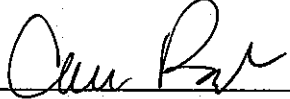
25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

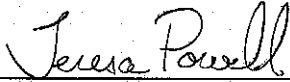
Date: 2/23, 2017

CITY ESCAPE GARDEN & DESIGN LLC


By: Connie Rivera
Its: Managing Member

Date: 3-14, 2017

ATTEST


By: Teresa Powell
Its: Village Clerk

Date: 2/23, 2017

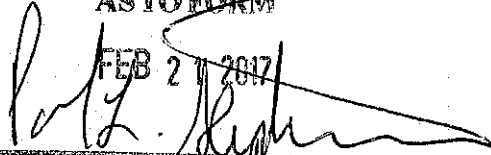
ATTEST

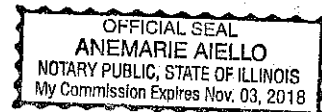

By: Connie Rivera
Its:

Date: 3-14, 2017

REVIEWED AND APPROVED

ASTO FORM


FEB 21 2017
LAW DEPARTMENT



Village of Oak Park 2017 Container Planting Installation and Maintenance Bid Summary															
2017 Summer Rotation: VOP Areas				A & B Landscaping Inc.		Christy Webber Landscapes		City Escape		McAdam Landscapes		Abner			
Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Summer Thriller	1 gal	Colocasia, Cordyline, Gaura	227	No Bid	No Bid	\$15.00	\$3,405.00	\$8.50	\$1,929.50	\$19.71	\$4,474.17	No Bid	No Bid	No Bid	No Bid
Summer Thriller	6" pot	Colocasia, Cordyline, Gaura	243	No Bid	No Bid	\$15.00	\$3,645.00	\$8.45	\$2,053.85	\$17.09	\$4,152.87	No Bid	No Bid	No Bid	No Bid
Summer Filler	1 gal	Coleus, Geranium, Lantana	93	No Bid	No Bid	\$11.22	\$1,043.46	\$4.50	\$418.50	\$12.29	\$1,142.97	No Bid	No Bid	No Bid	No Bid
Summer Filler	6" pot	Coleus, Geranium, Lantana	243	No Bid	No Bid	\$11.22	\$2,726.46	\$8.45	\$2,053.85	\$8.60	\$2,088.80	No Bid	No Bid	No Bid	No Bid
Summer Filler	4" pot	Coleus, Geranium, Lantana	1,088	No Bid	No Bid	\$4.89	\$5,320.32	\$2.78	\$3,024.64	\$4.75	\$5,168.00	No Bid	No Bid	No Bid	No Bid
Summer Spiller	1 gal	Ipomoea, Petunia, Stachys	137	No Bid	No Bid	\$11.22	\$1,536.14	\$4.50	\$616.50	\$11.16	\$1,515.84	No Bid	No Bid	No Bid	No Bid
Summer Spiller	6" pot	Ipomoea, Petunia, Stachys	42	No Bid	No Bid	\$11.22	\$471.24	\$3.45	\$144.90	\$8.60	\$361.20	No Bid	No Bid	No Bid	No Bid
Summer Spiller	4" pot	Ipomoea, Petunia, Stachys	2,532	No Bid	No Bid	\$4.89	\$12,381.48	\$2.78	\$7,038.56	\$4.75	\$12,027.00	No Bid	No Bid	No Bid	No Bid
Total Summer Rotation Cost:							\$79,138.00		\$14,291.70		\$29,561.09				
2017 Fall Rotation: VOP Areas															
Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Fall Thriller	1 gal	Kale, Pennisetum	184	No Bid	No Bid	\$12.24	\$2,252.16	\$5.25	\$964.40	\$10.64	\$1,957.76	No Bid	No Bid	No Bid	No Bid
Fall Filler	3 gal	Brassica, Chrysanthemum	35	No Bid	No Bid	\$22.95	\$803.25	\$10.00	\$350.00	\$35.00	\$1,225.00	No Bid	No Bid	No Bid	No Bid
Fall Filler	8" pot	Brassica, Chrysanthemum	545	No Bid	No Bid	\$8.67	\$4,725.15	\$5.75	\$3,133.75	\$10.26	\$5,591.70	No Bid	No Bid	No Bid	No Bid
Fall Filler	6" pot	Brassica, Chrysanthemum	225	No Bid	No Bid	\$8.67	\$1,950.75	\$9.00	\$2,025.00	\$9.51	\$2,139.75	No Bid	No Bid	No Bid	No Bid
Fall Spiller	4" pot	Viola	1,120	No Bid	No Bid	\$4.38	\$4,905.60	\$1.88	\$2,105.60	\$2.21	\$2,475.20	No Bid	No Bid	No Bid	No Bid
Total Fall Rotation Cost:							\$14,635.00		\$6,158.75		\$13,969.41				
2017 Summer Rotation: DTOP															
Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Summer Thriller	1 gal	Colocasia, Cordyline, Gaura	82	No Bid	No Bid	\$15.00	\$1,230.00	\$8.50	\$697.00	\$19.71	\$1,616.22	No Bid	No Bid	No Bid	No Bid
Summer Thriller	6" pot	Colocasia, Cordyline, Gaura	87	No Bid	No Bid	\$15.00	\$1,305.00	\$8.45	\$735.15	\$17.09	\$1,488.83	No Bid	No Bid	No Bid	No Bid
Summer Filler	4" pot	Coleus, Geranium, Lantana	39	No Bid	No Bid	\$4.89	\$191.37	\$2.78	\$107.42	\$4.75	\$185.25	No Bid	No Bid	No Bid	No Bid
Summer Filler	6" pot	Coleus, Geranium, Lantana	87	No Bid	No Bid	\$11.22	\$976.14	\$8.45	\$735.15	\$8.60	\$748.20	No Bid	No Bid	No Bid	No Bid
Summer Filler	4" pot	Coleus, Geranium, Lantana	391	No Bid	No Bid	\$4.89	\$1,911.99	\$2.78	\$1,086.98	\$4.75	\$1,857.25	No Bid	No Bid	No Bid	No Bid
Summer Spiller	1 gal	Ipomoea, Petunia, Stachys	5	No Bid	No Bid	\$11.22	\$56.10	\$4.50	\$22.50	\$11.16	\$55.80	No Bid	No Bid	No Bid	No Bid
Summer Spiller	6" pot	Ipomoea, Petunia, Stachys	15	No Bid	No Bid	\$11.22	\$168.30	\$3.45	\$51.75	\$8.60	\$129.00	No Bid	No Bid	No Bid	No Bid
Summer Spiller	4" pot	Ipomoea, Petunia, Stachys	910	No Bid	No Bid	\$4.89	\$4,449.90	\$2.78	\$2,529.80	\$4.75	\$4,322.50	No Bid	No Bid	No Bid	No Bid
Total Summer Rotation Cost:							\$10,257.00		\$5,080.07		\$10,621.37				
2017 Fall Rotation: DTOP															
Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Fall Thriller	1 gal	Kale, Pennisetum	51	No Bid	No Bid	\$12.24	\$624.24	\$5.25	\$267.75	\$10.64	\$542.64	No Bid	No Bid	No Bid	No Bid
Fall Filler	3 gal	Brassica, Chrysanthemum	10	No Bid	No Bid	\$22.95	\$229.50	\$10.00	\$100.00	\$35.00	\$350.00	No Bid	No Bid	No Bid	No Bid
Fall Filler	8" pot	Brassica, Chrysanthemum	150	No Bid	No Bid	\$8.67	\$1,300.50	\$5.75	\$862.50	\$10.26	\$1,539.00	No Bid	No Bid	No Bid	No Bid
Fall Filler	6" pot	Brassica, Chrysanthemum	62	No Bid	No Bid	\$8.67	\$537.54	\$9.00	\$558.00	\$9.51	\$589.62	No Bid	No Bid	No Bid	No Bid
Fall Spiller	4" pot	Viola	309	No Bid	No Bid	\$4.38	\$1,355.51	\$1.88	\$580.92	\$2.21	\$682.89	No Bid	No Bid	No Bid	No Bid
Total Fall Rotation Cost:							\$4,043.00		\$1,702.27		\$3,704.15				
Total Rotations Cost:							\$58,078.00		\$27,282.79		\$57,276.02				
Total VOP Areas Maintenance per Month:							\$43,773.00		\$1,400.00		\$788.00				
Total DTOP Areas Maintenance per Month:							\$14,300.00		\$280.00		\$338.00				
Watering per Hour:							\$65.00		\$38.00		\$45.00				
Total Cost for 2017:							\$161,646.00		\$57,272.79		\$97,784.02				

THE CINCINNATI INSURANCE COMPANY

Performance Bond

CONTRACTOR (Name, legal status and address):

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

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

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

OWNER (Name, legal status and address):

VILLAGE OF OAK PARK
123 MADISON ST
OAK PARK, IL 60302

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

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

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

CONSTRUCTION CONTRACT

Date: January 27, 2017

Amount: \$67,272.00

Description (Name and location):

Planting

BOND

Date (Not earlier than Construction Contract Date): January 27, 2017

Amount: \$25,000.00

Modifications to this Bond:

☐ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

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

Signature: Connie Rivera

Name and Title: Connie Rivera
Managing Member

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

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: Cathleen Biasco

Name and Title: Cathleen Biasco
ATTORNEY IN FACT

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 Definitions

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

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

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

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

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

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

16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

City Escape Garden & Design LLC.

Signature: Connie Rivera

Signature: Cathy Brian

Name and Title: Connie Rivera

Name and Title: CATHLEEN BIASO
ATTORNEY IN FACT

Address: 3022 W. Lake St.

Address: 333 KT 83
MUNDLEIN IL 60060

CHICAGO IL 60612

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

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

THE CINCINNATI INSURANCE COMPANY

Payment Bond

CONTRACTOR (Name, legal status and address):

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

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

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

OWNER (Name, legal status and address):

VILLAGE OF OAK PARK
123 MADISON ST
OAK PARK, IL 60302

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

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

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

CONSTRUCTION CONTRACT

Date: January 27, 2017

Amount: \$67,272.00

Description (Name and location):

Planting

BOND

Date (Not earlier than Construction Contract Date): January 27, 2017

Amount: \$25,000.00

Modifications to this Bond:

☐ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

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

Signature: Connie Rivera

Name and Title: Connie Rivera
Managing Member

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

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: Cathleen Biasco

Name and Title: CATHLEEN BIASCO
ATTORNEY IN FACT

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

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

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

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

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

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

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

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

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

- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2** have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

7.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

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

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

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

16 Definitions

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

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

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

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

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

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

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

18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

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

Signature: Connie Rivera

Name and Title: Connie Rivera
Managing Member

Address: 3022 W. Lake St.
Chicago IL 60612

SURETY

Company: _____ (Corporate Seal)

Signature: Calvin Biasco

Name and Title: Calvin Biasco
ATTORNEY in Fact

Address: 333 RT83
Mundelein IL 60060

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

Cathy Biasco, Jim Kulp, John Brandl,

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

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

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

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

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

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

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jantz
Vice President

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



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this day of



BN-1005 (5/12)

Scott R. Bolen
Assistant Secretary

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 Holley Court Garage	Marion	Harlem	Both Sides of Street	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.

Workers

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

Time of Work

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

Dispute Resolution

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

Reporting Requirements

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

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.	\$ <u>.085</u>
Planter Bed Area:	18,345 sq. yd.	\$ <u>.20</u>
Total Cost per month:		\$ <u>7,850.32</u>
Total Monthly Maintenance for 2017 (8 months):		\$ <u>62,802.56</u>
Spring Clean-Up:		\$ <u>1,619.00</u>
Fall Clean-Up:		\$ <u>2,428.88</u>
Total Cost for 2017 (Clean-Ups and Total Monthly Maintenance):		\$ <u>66,850.44</u>

2. Business District Maintenance

Business District	Spring Clean-Up	Fall Clean-Up	Maintenance / Month
North Ave.	\$ <u>150.00</u>	\$ <u>150.00</u>	\$ <u>47.03</u>
Chicago Ave. East	\$ <u>1,031.14</u>	\$ <u>89.78</u>	\$ <u>211.09</u>
Chicago Ave. West	\$ <u>297.00</u>	\$ <u>27.68</u>	\$ <u>65.08</u>
Lake Ave. East	\$ <u>1,734.57</u>	\$ <u>150.95</u>	\$ <u>354.92</u>
Hemingway District	\$ <u>241.24</u>	\$ <u>21.40</u>	\$ <u>50.31</u>
South Marion	\$ <u>963.38</u>	\$ <u>83.50</u>	\$ <u>196.32</u>
Madison St.	\$ <u>9,299.86</u>	\$ <u>810.09</u>	\$ <u>1,904.73</u>
Arts District	\$ <u>3,229.49</u>	\$ <u>282.59</u>	\$ <u>664.44</u>

South Town \$ 399.98 \$ 34.89 \$ 82.03
 Roosevelt \$ 843.11 \$ 73.26 \$ 172.26
 Downtown Oak Park \$ 4,890.73 \$ 425.86 \$ 1,001.31

Spring Clean-Up Total: \$ 23,080.49

Fall Clean-Up Total: \$ 2,150.00

Total Maintenance per Month: \$ 4,749.53

Total Cost for 2017 (Clean-Ups and 8 Months Maintenance): \$ 63,226.73

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	8.50	1,929.50
Summer Thriller	6" pot	Colocasia, Cordyline, Gaura	243	3.45	838.35
Summer Filler	1 gal	Coleus, Geranium, Lantana	93	4.50	418.50
Summer Filler	6" pot	Coleus, Geranium, Lantana	243	3.45	838.35
Summer Filler	4" pot	Coleus, Geranium, Lantana	1,088	2.78	3,024.64
Summer Spiller	1 gal	Ipomoea, Petunia, Stachys	13	4.50	58.50
Summer Spiller	6" pot	Ipomoea, Petunia, Stachys	42	3.45	144.90
Summer Spiller	4" pot	Ipomoea, Petunia, Stachys	2,532	2.78	7,038.96
Total Summer Rotation Cost:					14,291.70

2017 Fall Rotation: VOP Areas

Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total
Fall Thriller	1 gal	Kale, Pennisetum	184	5.35	984.40
Fall Filler	3 gal	Brassica, Chrysanthemum	35	10.00	350.00
Fall Filler	8" pot	Brassica, Chrysanthemum	545	3.75	2,043.75
Fall Filler	6" pot	Brassica, Chrysanthemum	225	3.00	675.00
Fall Spiller	4" pot	Viola	1,120	1.88	2,105.60
Total Fall Rotation Cost:					6,158.75

2017 Summer Rotation: DTOP

Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total
Summer Thriller	1 gal	Colocasia, Cordyline, Gaura	82	8.50	697.00
Summer Thriller	6" pot	Colocasia, Cordyline, Gaura	87	3.45	300.15
Summer Filler	4" pot	Coleus, Geranium, Lantana	33	2.78	91.74
Summer Filler	6" pot	Coleus, Geranium, Lantana	87	3.45	300.15
Summer Filler	4" pot	Coleus, Geranium, Lantana	391	2.78	1,086.98
Summer Spiller	1 gal	Ipomoea, Petunia, Stachys	5	4.50	22.50

Summer Spiller	6" pot	Ipomoea, Petunia, Stachys	15	3.45	51.75
Summer Spiller	4" pot	Ipomoea, Petunia, Stachys	910	2.78	2,529.80
Total Summer Rotation Cost:					5,080.07

2017 Fall Rotation: DTOP

Plant Category	Pot Size	Plant Examples	Quantity	Unit Price	Total
Fall Thriller	1 gal	Kale, Pennisetum	51	5.35	272.85
Fall Filler	3 gal	Brassica, Chrysanthemum	10	10.00	100.00
Fall Filler	8" pot	Brassica, Chrysanthemum	150	3.75	562.50
Fall Filler	6" pot	Brassica, Chrysanthemum	62	3.00	186.00
Fall Spiller	4" pot	Viola	309	1.88	580.92
Total Fall Rotation Cost:					1,702.27

Total VOP Areas Maintenance per Month: \$ 1,400.00

Total DTOP Maintenance per Month: \$ 280.00

Watering per Hour: \$ 38.00

Total Cost for 2017 (Rotations, 8 Months Maintenance, 700 hrs. Water): \$ 67,272.79

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.): \$ 26.50

Dump Cost (Per ton): \$ 60.00

Disposal Cost (Per trip): \$ 15.00

2. Weeding / Fertilization / Cultivation (sq. yd.) \$ 2.50

3. Shrub Pruning (per hr.) \$ 26.50

4. Install mulch (cu. yd.) \$ 45.00

5. Watering (per hr.) \$ 38.00

- | | |
|--------------------------------------|-----------------|
| 6. Parkway Restoration (sq. yd.) | \$ <u>8.82</u> |
| 7. Sod Installation (sq. yd.) | \$ <u>4.00</u> |
| 8. Split Rail Fence Post Replacement | \$ <u>36.00</u> |
| 9. Split Rail Replacement | \$ <u>25.00</u> |
| 10. Tree Pit Weeding (per hr.) | \$ <u>37.50</u> |

CONNIE RIVERA

(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

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

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

Dated: January / 23 / 2017

CITY ESCAPE GARDEN & DESIGN, LLC
Organization Name (Seal - If Corporation)

By:

Connie Rivera
Authorized Signature

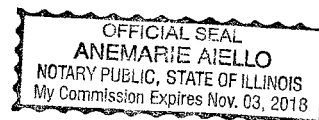
3022 W. LAKE ST. CHICAGO, IL 60612
Address

773.638.2000
Telephone

Subscribed and sworn to before me this 20th day of June, 2017.

[Signature] in the State of IL. My Commission
Notary Public

Expires on 11 / 3 / 18



BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) Corporation LLC

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

CITY ESCAPE GARDEN & DESIGN, LLC and is organized and existing under the laws of the State of ILLINOIS. The full names of its Officers are:

President MANAGING MEMBER - CONNIE RIVERA

Secretary _____

Treasurer _____

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

(b) Partnership

Names, Signatures, and Addresses of all Partners

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

(c) Sole Proprietor

The bidder is a Sole Proprietor whose full name is _____. If the bidder is operating under a trade name, said trade name is _____, which name is registered with the office of _____ in the county of _____.

Signed: _____
Sole Proprietor

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

MUNICIPAL QUALIFICATION REFERENCE SHEET

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

MUNICIPALITY VILLAGE OF OAK PARK
ADDRESS PUBLIC WORKS CTR. 201 SOUTH BLVD.
OAK PARK, IL 60302
CONTACT ROBERT SPROULE
PHONE 708.358.5700
WORK SEASONAL ROTATIONS, LANDSCAPE
PERFORMED MAINTENANCE & INSTALLATION

MUNICIPALITY CITY OF CHICAGO - DEPT. OF AVIATION
ADDRESS AMC BUILDING, ROOM 223
6201 S. LARAMIE, CHICAGO, IL 60638
CONTACT FELIPE NAJAR
PHONE 773.896.5548
WORK SEASONAL ROTATIONS, LANDSCAPE
PERFORMED MAINTENANCE & INSTALLATION

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

MUNICIPALITY CITY OF BERNYN
ADDRESS 6700 W. 26th ST.
BERNYN, IL 60402
CONTACT RUTH VOLBRE
PHONE 708.749.6433
WORK SEASONAL WATERING & MAINTENANCE
PERFORMED OF PLANTERS

V
BIDDER CERTIFICATION

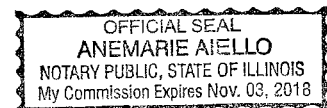
CONNIE RIVERA, as part of its Bid on an agreement for 2017 Comprehensive Landscape Maintenance for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E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

Connie Rivera
(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 20 day of Jan, 2017.

Anemarie Aiello
Notary Public's Signature

- Notary Public Seal -



VI
TAX COMPLIANCE AFFIDAVIT

CONNIE RIVERA, being first duly sworn, deposes and says:

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

CITY ESCAPE GARDEN & DESIGN, LLC
(bidder selected)

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

CONNIE RIVERA
By: Connie Rivera
Its: MANAGING MEMBER

CITY ESCAPE GARDEN & DESIGN, LLC
(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

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

Subscribed and sworn to before me this 20 day of Jan, 2017.

[Signature]
Notary Public's Signature

- Notary Public Seal -



VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

LLC CITY ESCAPE GARDEN
The Contractor is a ~~corporation~~, legally named & DESIGN, LLC and is organized
and existing in good standing under the laws of the State of ILL. The full names of its
Officers are:

President MANAGING MEMBER - CONNIE RIVERA

Secretary BARRY C. KESSLER & ASSOCIATES

Treasurer 1275 MILWAUKEE AVE. SUITE 300

Registered Agent Name and Address: GLENVIEW, IL 60025

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

B. Sole Proprietor:

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

C. Partnership:

The Contractor is a Partnership which operates under the name _____

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

Signature

Signature

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

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

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

Signature of Owner



SECTION VIII
BID BOND

WE _____

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

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

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

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

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

PRINCIPAL

(Company Name) (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

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

BID BOND CONTINUED

Subscribed to and Sworn before me on the

_____ day of _____, 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

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

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

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

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

OWNER (Name, legal status and address):

VILLAGE OF OAK PARK
123 MADISON ST
OAK PARK, IL 60302

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

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

BOND AMOUNT:

10% of bid

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

Landscape Maintenance & seasonal flower rotations

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

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

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

Signed and sealed this 27

day of January, 2017

Connie Pinere

City Escape Garden & Design LLC

(Principal)

(Seal)

Managing Member

(Title)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

Cathy D. Brian attorney in fact

(Title)

[Signature]
(Witness)

[Signature]
(Witness)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

Cathy Biasco, Jim Kulp, John Brandl,

of Mundelein, IL

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

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

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

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

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

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

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



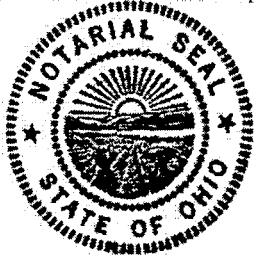
STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stella A. Jett

Vice President

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



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date, Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this _____ day of _____



BN-1005 (5/12)

Scott R. Bolen

Assistant Secretary

**SECTION IX
COMPLIANCE AFFIDAVIT**

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

1. I am the (title) MANAGING MEMBER of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: Connie Rivera

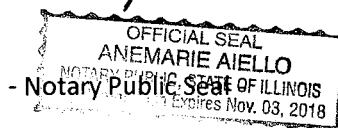
Name and address of Business: 3022 W. LAKE ST. CHICAGO, IL 60612

Telephone 773-638-2000

E-Mail connie@cityescape.biz

Subscribed to and sworn before me this 20 day of Jan, 2017.

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

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

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

Signature: Ronnie Rivera

Date: 1.23.17

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 CITY ESCAPE GARDEN & DESIGN, LLC

Total Employees

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	2	1	1									
Professionals	2	2										
Technicians	1	1			1							
Sales Workers	4	1	3		1							
Office & Clerical	1		1					1				
Semi-Skilled	4	4			4							
Laborers	35	35		1	34							
Service Workers												
TOTAL	49	44	5	1	40							
Management Trainees												
Apprentices												

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

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

(Name of Person Making Affidavit)

(Title or Officer)

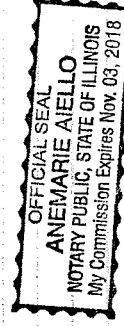
of **CITY ESCAPE** and that the above EEO Report information is true and accurate and is submitted with the intent that it

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

Connie Rivera

(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: _____

9.20.16



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

DEC 10 2013

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

Dear Ms. Rivera:

We are pleased to inform you that **CityEscape Garden & Design, LLC.**, has been recertified as a **Woman Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **12/01/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/01/2014, 12/01/2015, 12/01/16 and 12/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five-year certification will expire on **12/01/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five-year anniversary date. Therefore, you must file for recertification by **10/01/2018**.

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

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

92

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

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

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

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

NAICS Code(s):

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

444220 - Garden Centers

541320 - Landscape Architectural Services

561730 - Landscaping Services (except planning)

561790 - Snow Plowing Driveways and Parking Lots

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

Thank you for your interest in the City's Woman Business Enterprise (WBE) Program.

Sincerely,



Jamie L. Rhee 
Chief Procurement Officer

JLR/ta



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

NOV 22 2016

Connie L. Rivera
Cityscape Garden & Design, LLC
3022 West Lake Street
Chicago, Illinois 60612

Dear Connie L. Rivera:

The City of Chicago has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm, **Cityscape Garden & Design, LLC**, continues to meet the **Disadvantaged Business Enterprise ("DBE")** program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **November 30, 2017**.

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

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

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

NAICS Code(s):

424930 – Flower, Nursery Stock and Florists' supplies, merchant wholesalers
444220 – Garden Centers
541320 – Landscape Architectural Services
561730 – Landscaping Services (except planning)
561790 – Snow Plowing Driveways and Parking Lots (not combined with any other service)

A handwritten signature, possibly "C", in the bottom right corner of the page.

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE and ACDBE firms. The Directory can be accessed on the Internet at <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Rich Butler', with a long, sweeping horizontal line extending to the right.

Rich Butler
First Deputy Procurement Officer

RB/vlw



CITY-C1

OP ID: CB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2017

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

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

PRODUCER Oaklane Insurance Agency 333 Highway 83 Suite 200 Mundelein, IL 60060 John Brandl		CONTACT NAME: PHONE (A/C, No, Ext): 847-393-7922 FAX (A/C, No): 847-393-7798 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Company	
		INSURER B: Carolina Casualty Insurance	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			ENP0380161	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 500,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ENP0380161	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 0			ENP0380161	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BNUWC0135839	04/01/2016	04/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	FIDELITY/EE DISHON			ENP0380161	04/01/2016	04/01/2017	EE DISHON 25,000

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

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

CERTIFICATE HOLDER

CANCELLATION

VILLOOK Village of Oak Park 123 Madison St Oak Park, IL 60302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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About CityEscape Garden & Design, LLC

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

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

Company Philosophy

- **Market Focus -**

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

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

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

- **Commitment to Landscape Services -**

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

Landscape Services

CityEscape's Landscape Design-Build

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

Our landscape Design-Build services include:

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

CityEscape's Landscape Maintenance

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

Our landscape maintenance services include:

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

Interiorscape Services

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

Why CityEscape?

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