
SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park 2020 Comprehensive Landscape Maintenance
Bid Number: 19-149
Issuance Date: 10/09/19

The Village of Oak Park will receive Bids from qualified contractors to preform landscape maintenance during the calendar year 2020 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 Wednesday October 23, 2019**. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

A mandatory pre-bid meeting shall be held on Tuesday October 15 at 2 p.m. at the Public Works Center. Proposals received from bidders who do not send a representative to the pre-bid meeting shall not be considered.

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

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Forestry Superintendent, 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: 19-149 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

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

BID FOR:
Village of Oak Park 2020 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, 2020. 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. The annual adjustment shall be based upon 100% of the percentage of change of the ***index published in September*** (as defined below) as compared to the September index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

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

Notice to Proceed

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

Recertification

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

Award of Agreement

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

Costs of Preparation

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

Taxes not Applicable

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

Withdrawal of Bids:

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

Investigation of Contractors

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

Rejection of Contractor

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

Conditions

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

Compliance with Applicable Laws

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

Governing Law

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

Subletting of Agreement

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

Interpretation of Agreement Documents:

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

Minority Business and Women Business Enterprise Requirements

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

Licenses

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

Agreement

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

Contract Bond

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

Fees and Cost

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

Dispute Resolution

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

Living Wage/Minimum Wage

See Section XIII – Agreement.

Hold Harmless

See Section XIII - Agreement.

Insurance

See Section XIII - Agreement.

Termination of Agreement

See Section XIII - Agreement.

III

GENERAL SPECIFICATIONS

Scope of Work

The Village is seeking Bids from qualified contractors for the 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, 2020, unless agreed upon by both parties based on weather condition. 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. All turf areas in excess of 1000 sq. yards (excluding N. and S. Eisenhower Parkways) must be core aerated in conjunction with the first fertilization as outlined below in section d. Inventory all damaged and diseased plants and submit list to the Forestry Superintendent.

b. Mowing / Trimming

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

debris onto adjacent private property or the roadway will not be tolerated.

c. Weed Control

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

d. Fertilization

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

e. Fall Cleanup

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

f. Shrub Pruning

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

2. Planter Bed Maintenance

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

a. Spring Clean Up

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

b. Weed and Litter Control

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

c. Fertilization

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

d. Shrub Pruning

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

e. Fall Clean-up

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

f. Insect and Disease Monitoring

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

3. Locations and Quantities of Work

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

Village of Oak Park Location	Total (sq. yd.)	Turf (sq. yd.)	Plant Bed (sq. yd.)
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 Belforte (Cul-de-Sac and Offset)	144.44	33.33	111.11
1-5. North Avenue and Forest (Diverter)	21.00		21.00
1-6. North Ave and Kenilworth (Cul-de-Sac and Offset)	288.89	66.67	222.22
1-7. North Ave and Fair Oaks (Cul-de-Sac)	88.89		88.89
1-8. Oak Park and Le Moyne (Diverter)	38.89	22.22	16.67
1-9. North Avenue and Elmwood (Diverter)	36.67		36.67
1-10. North Avenue and Rossell (Diverter)	36.67		36.67
1-11. North Avenue and Edmer (Diverter)	88.89	33.33	55.56
1-12. Harvey and North Ave. (Diverter)	77.77	33.33	44.44
1-13. Hayes and North Ave. (Cul-de-Sac)	88.89		88.89
1-14. Humphrey and North Ave. (Diverter)	166.67	166.67	
1-15. Austin and Le Moyne (Cul-de-Sac w/ turf)	177.78	55.56	122.22
1-16. North Ave and Woodbine (Diverter)	20.00		20.00
Section 2			
A. Roadway Medians			
(none)			
B. Cul-de-Sacs and Traffic diverters			
2-1. Marion and Chicago (Cul-de-Sac)	83.33		83.33
2-2. Taylor and Division (Diverter)	36.67	11.11	25.56

2-3. Austin and Thomas (Offset and Turf)	144.44	33.33	111.11
2-4. Humphrey, North of Chicago (Cul-de-Sac)	272.22		272.22
2-5. Kenilworth north of Chicago (Traffic Circle)	84.36		84.36
C. Parkways and bump-outs			
(none)			
D. Parking Lots	0.00		
2-6. Austin and Iowa (#25)	280.56	225.00	55.56
Section 3			
A. Roadway Medians			
3-1. Forest Place at Ontario	40.00		40.00
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		33.33
3-5. Humphrey at Ontario (Diverter)	27.78	27.78	
3-6. Maple, South of Chicago (Diverter)	83.33		83.33
C. Parkways and bump-outs			
(none)	309.44		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		38.89
3-23. North Blvd, East of Kenilworth (#55)	66.67		66.67
3-24. Austin and Superior (#25)	281.00	31.00	250.00
3-26. North Blvd and Austin (#61)	27.78		27.78
3-29. Lake Street, South of Library (#13)	77.78	77.78	
3-30. Lake Street at Lombard (#67)	105.56	105.56	
3-32. Ridgeland And South Blvd (#112)	95.56	95.56	
E. Public Way			
3-33. METRA Intermodal Station (sidewalk upper platform)	250.00		250.00
3-34. North Blvd, Austin to Harlem (south side)	833.33	388.89	444.44
F. Village Properties			
3-36. 129 Lake	277.77	133.33	144.44
3-37. Fire Station at Euclid and North Blvd	258.66	75.33	183.33
Section 4			
A. Roadway Medians			
4-1. Randolph Parkway	1,388.89	1,388.89	
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		133.33
C. Parkways and bump-outs			
4-11. South Blvd tree grates (south side of street @ Ridgeland)	8.00		8.00
4-13. Ridgeland and South Blvd (Green Line Station and across west)	205.56		205.56
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	
4-19. South Blvd, west of Austin (#35)	205.56	177.78	27.78
4-20. Washington, West of Austin, North side (#36)	911.11	222.22	688.89
4-21. Cuyler, South of Washington (#46)	268.00	34.67	233.33
4-22. SWC Kenilworth & South Blvd (#59)	283.33	238.89	44.44
4-23. South Blvd, at Lombard (#64)	100.00		100.00
4-24. South Blvd, at Harvey (#65)	125.00		125.00
4-25. East Avenue, N. of Madison (#70)	122.22	122.22	
4-26. Euclid, North of Madison (#71W)	44.44	44.44	
4-27. Euclid, North of Madison (#71E)	297.22	297.22	
4-30. Clinton, North of Madison (#100)	27.78	27.78	
4-31. S. Scoville North of Madison (#110)	62.00	62.00	
4-34. East Ave., North of Madison (Meter and Y5 Permit)	87.44	87.44	
4-35. South Blvd at Lombard (#SB1)	644.44	644.44	
4-36. South Blvd at Harvey (#SB2)	544.44	544.44	
4-37. South Blvd at Ridgeland(#SB3)	544.44	544.44	
4-38. South Blvd at Elmwood (#SB4)	995.00	995.00	
4-39. South Blvd at East (#SB5)	276.67	276.67	
4-40. South Blvd at Wesley (#SB6E)	354.44	354.44	
4-41. South Blvd at Euclid (#SB6)	171.67	171.67	
4-42. South Blvd, at Home (#SB10)	34.78		34.78
4-43. Austin and Randolph (#31)	522.22	188.89	333.33
4-44. Austin and Pleasant (#25P)	211.11	66.67	144.44
4-44A. Madison and Oak Park (#116)	385.22	304.11	81.11
E. Public Way			
4-45. South Blvd, at Harlem	500.00	500.00	
F. Village Properties			

4-47. Public Works (Front and Back)	1,551.67	500.00	1,051.67
Section 5	0.00		
A. Roadway Medians			
5-1. Jackson Blvd Islands	512.78		512.78
B. Cul-de-Sacs and Traffic diverters	0.00		
5-2. Kenilworth and Madison (Cul-de-Sac and planting bed)	114.44		114.44
5-3. Maple and Jackson (SW) (Diverter)	133.33	111.11	22.22
5-4. Maple and Jackson (NE) (Diverter)	52.67		52.67
5-5. Maple, South of Monroe (Diverter)	28.89		28.89
5-6. Austin and Adams (Cul-de-Sac)	294.44	164.44	130.00
C. Parkways and bump-outs			
5-10. Grove and Jackson 'S-Curve'	418.34	35.56	382.78
5-11. Harlem, Jackson to Expressway	486.66	315.33	171.33
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		152.22
5-19. Euclid and Harrison, NWC (#1)	344.00	172.22	171.78
5-20. Madison, between Harvey and Highland (#56/58)	824.44	697.22	127.22
5-21. Highland and Madison (#44)	206.67	206.67	
5-22. Austin and Van Buren (#25V)	139.00	85.00	54.00
5-23. Wesley and Harrison (#11)	1,541.00	1,541.00	
5-24. S. Cuyler south of Madison (48W)	23.00	23.00	
E. Public Way			
5-23. Eisenhower Expressway – North Parkway	4,440.00	4,022.22	417.78
F. Village Properties			
5-24. Village Hall (Court Yard and surrounding grounds)	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		30.00
6-2. Scoville and Harvard (Cul-de-Sac)	111.12	105.56	5.56
6-3. Grove, North of Roosevelt (Cul-de-Sac)	35.56		35.56
6-4. Gunderson, North of Roosevelt (Cul-de-Sac)	111.11		111.11

6-5. Elmwood, North of Roosevelt (Cul-de-Sac)	111.11		111.11
6-6. Lombard, North of Roosevelt (Cul-de-Sac)	111.11		111.11
6-7. Austin and Harvard (Diverter)	63.33		63.33
C. Parkways and bump-outs			
6-10. Ridgeland and Garfield, (plantings, NEC)	122.22		122.22
6-11. Ridgeland and Garfield (plantings, SEC)	1,808.33	122.22	1,686.11
6-12. Mohr Concrete Parkway (900 blk, West side)	427.78	337.78	90.00
D. Parking Lots			
6-14. Oak Park, South of Garfield (#15)	122.22		122.22
6-16. Euclid and Garfield (#29)	398.33	183.33	215.00
6-18. Austin and Fillmore (#25F)	251.89	193.00	58.89
E. Public Way			
6-19. Home Ave. Ped Bridge (South Bridge Ramp)	38.89		38.89
6-20. Eisenhower Expressway – South Parkway	5,621.89	5,621.89	
F. Village Properties			
6-21. Fire Station at East and Garfield	213.33	164.44	48.89
Totals:	65,703.98	49,324.87	16,379.11
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 **organic** non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel. Cultivate planting beds as required to control weeds and define edges. Inspect plants for damage and correct as necessary.

c. Fertilization

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

d. Shrub Pruning

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

e. Fall Clean-up

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

f. Insect and Disease Monitoring

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

2. Tree Pit Weeding

The Village has trees located in pits with and without cast iron grates throughout its business districts. Pits are typically 5'x5' with double ground

wood chips or gravel mulch. During the growing season, tree pit weeding is required to maintain a clean look within the business district. Weeding would involve the manual removal of all herbaceous material in the tree pit along with as much of its associated root system as possible. Chemical weed control may be used as necessary. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply **organic** non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel.

3. Sidewalk and Curb Weeding

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

4. Litter Control

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

5. Locations and Quantities of Work

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

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 Street, and Ridgeland N. and S. landscape beds	51N, 51S
	Austin Blvd.	Brick Area N. of Chicago	Brick Area S. of Chicago		
Chicago Ave. West	Chicago Ave	Belleforte	Harlem	Both Sides of Street	7
Lake Ave.	Lake St	Austin	N. Taylor	Both Sides of Street	50N, 101

East				and Median	
	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 (s. side to 805 Lake)	
	Oak Park	Lake	Pleasant	Both Sides of Street	
	Hunter Court	E. and W.	of Oak Park	Both Sides of Street	
South Marion	Marion	South Blvd	Randolph	Both Sides of Street	81
	Pleasant	Alley E. of Marion	Alley W. of Marion	Both Sides of Street	
Madison St.	Madison	Austin	Ridgeland	Both Sides of Street, Median, and N. and S. on Austin to the Alleys	73, 74,92, 104,45
	Madison	S. Ridgeland	S. Oak Park	Median and SE Corner at Oak Park	
	Madison	S. Oak Park	Harlem	Both Sides of Street	94, 100
Arts District	Harrison	Austin	Elmwood	Both sides of Street including Gateway Monuments at Austin, Ridgeland, Lombard and Flournoy, and Lombard N. of Harrison	
South Town	S. Oak Park	Van Buren	Lexington	Both sides of Street	15 (behind fence at back of lot)
Roosevelt	Roosevelt	Austin	Harlem	North side of Street and N. on Austin to alley	102, 37
Downtown Oak Park					
DTOP	Lake	Forest	Harlem	Both Sides of Street	
	North Blvd.	Forest	Harlem	Both Sides of Street	3, 10
	N. Marion	North Blvd	Ontario	Both Sides of Street	
	Harlem	North Blvd	Ontario	East Side of Street	
	Westgate	Harlem	Marion	Both Sides of Street	
	Prairie Way	Marion	Harlem	Both Sides of Street	
	Holley Court Garage				18, 118

Detailed Specifications: 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 450 above ground planters. The design for each of the two

installations will be provided for the Bidder after assignment. Bidding shall be based on example summer and fall design plant sizes and quantities to give bidders and understanding of scale. Pricing for future designs will be based on plant size pricing provided on the including bidding sheet.

All planters in business areas and other locations shall be planted with 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 after award is made to the successful contractor (see required schedule below). Replacement of missing grasses, transplanting, replanting, and division and replanting of grasses/perennials shall be at the direction of the Forestry Superintendent as an approved extra, not as part of base bid.

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

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

1. Summer Rotation Installation:

The Forestry Superintendent and Landscape Consultant will meet with the awarded contractor on **December 2, 2019** to present the Summer Rotation. This will include proposed plants and quantities with layouts. The contractor will have two (2) weeks to review the proposed designs and confirm plant availability. The contractor will meet again with the Forestry Superintendent and Landscape Consultant on **December 16, 2019** to confirm acceptance of the proposed designs, propose any substitutions and deliver an estimated rotation installation cost. The Village will confirm final plant selections and quantities on **December 20, 2019** and will deliver final plans on **January 10, 2020**. Meeting dates may be adjusted at the agreement of all parties.

The summer rotation shall be planted no later than May 10, 2020, (unless weather conditions warrant a later date and then only with the approval of the Forestry Superintendent) and be maintained through September 18, 2020, 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 proposed on the landscape plans. Fill all planters with approved planting medium as required to a finished grade within one inch (1") of top of planter prior to plant installation. Clean up of spent plant material and cutting back of ornamental grasses shall be performed by contractor before the summer rotation installed and shall be incidental to the contract.

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 Forestry Superintendent and Landscape Consultant will meet with the awarded contractor on **March 2, 2020** to present the Fall Rotation. This will include proposed plants and quantities with layouts. The contractor will have two (2) weeks to review the proposed designs and confirm plant availability. The contractor will meet again with the Forestry Superintendent and Landscape Consultant on **March 16, 2020** to confirm acceptance of the proposed designs, propose any substitutions and deliver an estimated rotation installation cost. The Village will confirm final plant selections and quantities on **March 20, 2020** and will deliver final plans on **April 10, 2020**. Meeting dates may be adjusted at the agreement of all parties.

The Fall rotation shall be planted no later than September 25, 2020, and maintained through December 11, 2020, at which time all seasonal plantings will be removed unless otherwise directed by the 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 proposed on the landscape plans. Fill all planters with approved planting medium as required to a finished grade within one inch (1") of top of planter prior to plant installation. Clean up of spent plant material and cutting back of ornamental grasses shall be performed by contractor before the fall rotation installed and shall be incidental to the contract.

Payment for installation and maintenance of both the Summer and Fall landscape rotations shall be made separately. All 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. 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. If not done manually, all weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply **organic** non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. 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. The successful bidder will have on staff a State of Illinois licensed Pesticide Applicator and licensed Pesticide Operators as needed. Incidental to the planter program, the contractor shall fertilize planters as recommended by the fertilizer manufacturer to assist plants with vigorous and healthy growth throughout the growing season.

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

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

6. Watering:

The contractor shall water all planters as needed at the unit price submitted to maintain plant health and attractive appearance throughout the year. Additional watering may

be required by the Village during drought or exceptionally hot weather. Water shall be provided by the Village at no cost for this contract.

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

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

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

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	28
Chicago / Austin	24
Hemingway District	44
Lake / Austin	45
S. Marion	28
Madison St.	65
Harlem / Garfield	10
Southtown	23
Harrison St	67
Roosevelt	21
Central Fire Station	7

North / South Fire Station	6
Madison St. Medians	3

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 2020 are as listed in the table above. The unit prices listed below should be for 2020 only. The contract would include quantities estimated below in 2021 and 2022. Bid bond amount should be 10% of the sum of "Total Cost for 2020" 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	Total Cost per Month
Turf Area:	49,324 sq. yd.	\$ <u>.10</u>	\$ <u>4,932.40</u>
Planter Bed Area:	16,379 sq. yd.	\$ <u>.20</u>	\$ <u>3,275.80</u>
Total Maintenance Cost per month:			\$ <u>8,208.20</u>
Total Monthly Maintenance for 2020 (8 months):			\$ <u>65,665.60</u>
Spring Clean-Up (Total Cost for all sites):			\$ <u>15,398.00</u>
Fall Clean-Up (Total cost for all sites):			\$ <u>4,696.00</u>
Total Cost for 2020 (Clean-Ups and Total Monthly Maintenance):			\$ <u>85,759.60</u>

2. Business District Maintenance

Business District	Spring Clean-Up	Fall Clean-Up	Maintenance / Month
North Ave.	\$ <u>1450</u>	\$ <u>500</u>	\$ <u>200</u>
Chicago Ave. East	\$ <u>1400</u>	\$ <u>550</u>	\$ <u>500</u>
Chicago Ave. West	\$ <u>275</u>	\$ <u>75</u>	\$ <u>65</u>
Lake Ave. East	\$ <u>2000</u>	\$ <u>750</u>	\$ <u>325</u>
Hemingway District	\$ <u>2000</u>	\$ <u>750</u>	\$ <u>325</u>
South Marion	\$ <u>700</u>	\$ <u>175</u>	\$ <u>196</u>
Madison St.	\$ <u>3450</u>	\$ <u>750</u>	\$ <u>700</u>
Arts District	\$ <u>2400</u>	\$ <u>850</u>	\$ <u>600</u>
South Town	\$ <u>600</u>	\$ <u>175</u>	\$ <u>150</u>
Roosevelt	\$ <u>1450</u>	\$ <u>500</u>	\$ <u>200</u>
Downtown Oak Park	\$ <u>4500</u>	\$ <u>1250</u>	\$ <u>750</u>

Spring Clean-Up Total: \$ 20,225

Fall Clean-Up Total: \$ 6,325

Total Maintenance per Month: \$ 4,011

Total Cost for 2020 (Clean-Ups and 8 Months Maintenance): \$ 58,638

see addendum

3. Container Seasonal Display and Maintenance

Example Summer Rotation 2020						
Contractor will be held to Unit Pricing for Future Installations - Quantity for Bidding Purposes Only						
Num.	Scientific Name	Common Name	Size	No. of Plants	Unit Price	Total Price
1	Agastache 'Acapulco Orange'	Acapulco Orange Agastache	1 Gal	82	\$	\$
2	Allium schoenoprasum 'Forescate'	Forescate Chives	4.5"	218	\$	\$
3	Alocasia 'Regal Shields'	Regal Shields Elephant Ear	3 Gal	77	\$	\$
4	Alpinia zerumbet 'Variegata'	Shell Ginger	3 Gal	36	\$	\$
5	Angelonia angustifolia 'Serena Blue'	Serena Blue Angelonia	4.5"	207	\$	\$
6	Asparagus densiflorus 'Myers'	Foxtail Fern	1 Gal	82	\$	\$
7	Begonia boliviensis 'Mistral Red'	Red Mistral Begonia	4.5"	24	\$	\$
8	Begonia hybrida 'Balleconia Cream'	Balleconia Cream Begonia	4.5"	267	\$	\$
9	Begonia hybrida 'Funky Orange'	Funky Orange Begonia	4.5"	81	\$	\$
10	Browallia 'Endless Illumination'	Amethyst Flower	4.5"	43	\$	\$
11	Caladium candidum 'Senior White'	Senior White Caladium	3 Gal	51	\$	\$
12	Calibrachoa Superbells Blue Moon Punch	Blue Moon Punch Calibrachoa	4.5"	333	\$	\$
13	Calibrachoa x hybrida Crave Million Bells	Crave Million Bells Calibrachoa	4.5"	63	\$	\$
14	Calibrachoa x hybrida Cruze Persimmon	Cruze Persimmon Calibrachoa	4.5"	201	\$	\$
15	Canna x generalis 'Bronze Scarlet'	CANNOVA® Bronze Scarlet Canna Lily	3 Gal	106	\$	\$
16	Cleome 'Senorita Blanca'	Senorita Blanca Cleome	1 Gal	138	\$	\$
17	Cordyline fruticosa 'Sensation'	Sensation Cordyline	3 Gal	35	\$	\$

see addendum

18	Cuphea hyssopifolia	Mexican Heather	4.5"	60	\$	\$
19	Dahlia 'Gardenetta' Dark Red	Gardenetta Dark Red Dahlia	1 Gal	84	\$	\$
20	Dahlia hybrida 'Mystic Illusion'	Mystic Illusion Dahlia	1 Gal	139	\$	\$
21	Dichondra argentea 'Silver Falls'	Silver Falls Dichondra	4.5"	290	\$	\$
22	Dracaena marginata 'Colorama'	Colorama Varigated Dracaena	3 Gal	51	\$	\$
23	Evolvulus hybrid 'Blue My Mind'	Dwarf Morning Glory	4.5"	340	\$	\$
24	Felicia amelloides 'Forever Blue'	Blue Felicia Daisy	4.5"	96	\$	\$
25	Gaura lindheimeri 'Geyser White'	Geyser White Gaura	1 Gal	133	\$	\$
26	Impatiens x 'Patchwork'	Patchwork Impatiens	4.5"	212	\$	\$
27	Ipomoea 'SolarPower Red Heart'	SolarPower Red Heart Sweet Potato	4.5"	92	\$	\$
28	Lantana 'Cherry Sunrise'	Cherry Sunrise Lantana	1 Gal	22	\$	\$
29	Lobelia 'Techo Heat Upright Dark Blue'	Techo Heat Dark Blue Lobelia	4.5"	43	\$	\$
30	Lysimachia nummularia	Goldilocks Creeping Jenny	4.5"	0	\$	\$
31	Osteospermum 'Orange Symphony'	Orange African Daisy	8"	198	\$	\$
32	Pelargonium zonale 'Daredevil Salmon'	Salmon Geranium	1 Gal	77	\$	\$
33	Pennisetum setaceum 'Rubrum'	Purple Fountain Grass	1 Gal	73	\$	\$
34	Pentas lanceolata 'Butterfly Red'	Butterfly Red Pentas	4.5"	49	\$	\$
35	Petunia hybrida 'Blanket Red'	Blanket Red Petunia	4.5"	196	\$	\$
36	Petunia superpetunia 'Honey'	Honey Petunia	4.5"	23	\$	\$
37	Petunia superpetunia 'Picasso in Purple'	Picasso in Purple Petunia	4.5"	157	\$	\$

See addendum

38	Plectranthus 'Plepalila'	Mona Lavender Swedish Ivy	1 Gal	52	\$	\$
39	Salvia 'Balsalmisp'	Mystic Spires Blue Salvia	1 Gal	122	\$	\$
40	Salvia nemorosa Color Spires 'Crystal Blue'	Crystal Blue Salvia	1 Gal	211	\$	\$
41	Salvia splendens 'Bonfire'	Bonfire Red Salvia	4.5"	184	\$	\$
42	Solenostemon scutellarioides 'Colorbrazee Sedona'	Colorbrazee Sedona	8"	184	\$	\$
43	Solenostemon scutellarioides 'Fishnet Stockings'	Fishnet Stockings Coleus	8"	85	\$	\$
44	Solenostemon scutellarioides 'Freckles'	Freckles Coleus	8"	50	\$	\$
45	Solenostemon scutellarioides 'Lime Time'	Lime Time Coleus	8"	98	\$	\$
46	Solenostemon scutellarioides 'Wasabi'	Wasabi Coleus	8"	26	\$	\$
47	Strobilantes dyerianus	Persian Shield	1 Gal	16	\$	\$
48	Torenia 'Summer Wave Large Blue	Large Blue Wishbone Flower	4.5"	15	\$	\$
49	Verbena Aztec 'Silver Magic'	Silver Magic Aztec Verbena	4.5"	62	\$	\$
50	Zinnia Magellan 'Ivory'	Ivory Zinnia	1 Gal	144	\$	\$
51	Zinnia marylandica 'Zahara'	Zahara™ Double Zinnia	1 Gal	318	\$	\$
52	Zinnia Zahara 'Starlight Rose'	Starlight Rose Zinnia	1 Gal	119	\$	\$
Total Cost for Summer Installation:						\$

see addendum

Example Fall Rotation 2020						
Contractor will be held to Unit Pricing for Future Installations - Quantity for Bidding Purposes Only						
Num.	Scientific Name	Common Name	Size	No. of Plants	Unit Price	Total Price
1	Aster dumosus KICKIN Pink Chiffon	Kickin Pink Chiffon	1 gal	282	\$	\$
2	Aster Frolic	Frolic Aster	1 gal	600	\$	\$
3	Beta vulgaris 'Oriole Gold'	Oriole Gold Swiss Chard	1 gal	122	\$	\$
4	Beta vulgaris 'Ruby Red'	Ruby Red Swiss Chard	1 gal	89	\$	\$
5	Brassica oleracea 'Sunset'	Kale Sunset	1 gal	48	\$	\$
6	Brassica oleracea 'Pigeon Purple'	Pigeon Purple Kale	1 gal	454	\$	\$
7	Brassica oleracea 'Rubby Perfectionr'	Rubby Perfection Kale	1 gal	138	\$	\$
8	Capsicum anum 'Chilly Chili'	Chilly Chli Pepper	8" pot	85	\$	\$
9	Celosia 'Dragon's Breath'	Dragon's Breath Celosia	8" pot	42	\$	\$
10	Celosia 'Fresh Look Orange'	Fresh Look Orange Celosia	8" pot	48	\$	\$
11	Chrysanthemum 'Aubrey Orange'	Aubrey Orange Garden Mum	1 gal	631	\$	\$
12	Chrysanthemum 'Edana Red'	Edana Red Garden Mum	1 gal	300	\$	\$
13	Chrysanthemum 'Fireglow Bronze'	Fireglow Bronze Mum	1 gal	36	\$	\$
14	Chrysanthemum Hilo Fuschia	Hilo Fuschia Garden Mum	1 gal	345	\$	\$
15	Chrysanthemum 'Key Lime'	Key Lime Garden Mum	1 gal	20	\$	\$
16	Kalanchoe Orange	Orange Kalanchoe	4.5"	119	\$	\$
17	Kalanchoe Yellow	Yellow Kalanchoe	4.5"	399	\$	\$
18	Pennisetum 'Fireworks'	Fireworks Pennisetum	1 gal	276	\$	\$

See addendum

19	Pennisetum x Advena 'Rubrum'	Burgundy Giant Fountaingrass	1 gal	54	\$	\$
20	Tagetes erecta 'Garland Orange'	Garland Orange Marigold	4" pot	126	\$	\$
21	Tagetes patula 'Bambino'	Bambino Marigold	4" pot	711	\$	\$
22	Tagetes patula 'Bonanza Harmony'	Bonanza Harmony Marigolds	4" pot	240	\$	\$
23	Tagetes patula 'Super Hero Spry'	Super Hero Spry Marigold	4" pot	458	\$	\$
Total Cost for Fall Installation:						\$

Total Maintenance per Month: \$

Watering per Hour: \$

Total Cost for 2020 (Rotations, 8 Months Maintenance, 700 hrs. Water): \$

Addendum - 1**Village of Oak Park 2017 Comprehensive Landscape Maintenance Bid Number: 19-149****Issuance Date: 10/09/19****Container Seasonal Display and Maintenance – Bidding Sheet Update**

Please place these sheets at the end of your bidding document and fill them in in place of pages 31 - 35 of the bidding document that outlines the bidding for the Container Seasonal Display and Maintenance with the document. A number of species / cultivars have been updated based on the discussion during the pre-bid

If you have any questions on this or any other issues, please contact Rob Sproule at rsproule@oak-park.us or 708.358.5740.

3. Container Seasonal Display and Maintenance

Example Summer Rotation 2020						
Contractor will be held to Unit Pricing for Future Installations - Quantity for Bidding Purposes Only						
Num.	Scientific Name	Common Name	Size	No. of Plants	Unit Price	Total Price
1	Agastache 'Arizona Sandstone'	Arizona Sandstone Agastache	1 Gal	82	6.50	533.00
2	Allium schoenoprasum 'Forescate'	Forescate Chives	4.5"	218	3.80	828.40
3	Alocasia 'Regal Shields'	Regal Shields Elephant Ear	3 Gal	77	20.00	1,540.00
4	Alpinia zerumbet 'Variegata'	Shell Ginger	3 Gal	36	20.00	720.00
5	Angelonia angustifolia 'Serena Blue'	Serena Blue Angelonia	4.5"	207	3.80	786.60
6	Asparagus densiflorus 'Myers'	Foxtail Fern	1 Gal	82	10.00	820.00
7	Begonia boliviensis 'Mistral Red'	Red Mistral Begonia	4.5"	24	4.60	110.40
8	Begonia hybrida Summerwings Vanilla	Summerwings Vanilla Begonia	4.5"	267	4.60	1,228.20
9	Begonia hybrida 'Funky Orange'	Funky Orange Begonia	4.5"	81	4.60	372.60
10	Browallia 'Endless Illumination'	Amethyst Flower	4.5"	43	4.60	197.80
11	Caladium candidum 'Senior White'	Senior White Caladium	3 Gal	51	15.00	765.00
12	Calibrachoa Superbells Blue Moon Punch	Blue Moon Punch Calibrachoa	4.5"	333	4.60	1,531.80
13	Calibrachoa Superbells Tangerine Punch	Tangerine Punch Calibrachoa	4.5"	63	2.80	176.40
14	Calibrachoa Superbells Coralina	Coralina Calibrachoa	4.5"	201	4.60	924.60
15	Canna x generalis 'Bronze Scarlet'	CANNOVA® Bronze Scarlet Canna Lily	3 Gal	106	20.00	2,120.00
16	Cleome 'Senorita Blanca'	Senorita Blanca Cleome	1 Gal	138	6.50	897.00
17	Cordyline fruticosa 'Sensation'	Sensation Cordyline	3 Gal	35	20.00	700.00
18	Cuphea hyssopifolia	Mexican Heather	4.5"	60	3.80	228.00

19	Dahlia 'Gardenetta' Dark Red	Gardenetta Dark Red Dahlia	1 Gal	84	6.50	546.00
20	Dahlia hybrida 'Mystic Illusion'	Mystic Illusion Dahlia	1 Gal	139	6.50	903.50
21	Dichondra argentea 'Silver Falls'	Silver Falls Dichondra	4.5"	290	3.80	1,102.00
22	Dracaena marginata 'Colorama'	Colorama Varigated Dracaena	3 Gal	51	15.00	765.00
23	Evolvulus hybrid 'Blue My Mind'	Dwarf Morning Glory	4.5"	340	4.60	1,564.00
24	Felicia amelloides 'Forever Blue'	Blue Felicia Daisy	4.5"	96	3.80	364.80
25	Gaura lindheimeri 'Geyser White'	Geyser White Gaura	1 Gal	133	6.50	864.50
26	Impatiens x 'Patchwork'	Patchwork Impatiens	4.5"	212	3.80	805.60
27	Ipomoea 'SolarPower Red Heart'	SolarPower Red Heart Sweet Potato	4.5"	92	3.80	349.60
28	Lantana 'Cherry Sunrise'	Cherry Sunrise Lantana	1 Gal	22	6.50	143.00
29	Lobelia 'Techo Heat Upright Dark Blue'	Techo Heat Dark Blue Lobelia	4.5"	43	3.80	163.40
30	Lysimachia nummularia	Goldilocks Creeping Jenny	4.5"	0	3.80	-
31	Osteospermum 'Orange Symphony'	Orange African Daisy	8"	198	6.50	1,287.00
32	Pelargonium 'Americana Salmon'	Americana Salmon Geranium	1 Gal	77	6.50	500.50
33	Pennisetum setaceum 'Rubrum'	Purple Fountain Grass	1 Gal	73	6.50	474.50
34	Pentas lanceolata 'Butterfly Red'	Butterfly Red Pentas	4.5"	49	3.80	186.20
35	Petunia hybrida 'Blanket Red'	Blanket Red Petunia	4.5"	196	4.60	901.60
36	Petunia superpetunia 'Honey'	Honey Petunia	4.5"	23	4.60	105.80
37	Petunia superpetunia 'Picasso in Purple'	Picasso in Purple Petunia	4.5"	157	4.60	722.20
38	Plectranthus 'Plepalila'	Mona Lavender Swedish Ivy	1 Gal	52	6.50	338.00
39	Salvia 'Balsalmisp'	Mystic Spires Blue Salvia	1 Gal	122	6.50	793.00
40	Salvia nemorosa Color Spires 'Crystal Blue'	Crystal Blue Salvia	1 Gal	211	6.00	1,266.00
41	Salvia Summer Jewel Red	Summer Jewel Red Salvia	4.5"	184	3.80	699.20
42	Solenostemon scutellarioides 'Colorblaze Sedona'	Colorblaze Sedona	8"	184	6.50	1,196.00
43	Solenostemon scutellarioides 'Fishnet Stockings'	Fishnet Stockings Coleus	8"	85	6.50	552.50

44	Solenostemon scutellarioides 'Freckles'	Freckles Coleus	8"	50	6.50	325.00
45	Solenostemon scutellarioides 'Lime Time'	Lime Time Coleus	8"	98	6.50	637.00
46	Solenostemon scutellarioides 'Wasabi'	Wasabi Coleus	8"	26	6.50	169.00
47	Strobilantes dyerianus	Persian Shield	1 Gal	16	6.50	104.00
48	Torenia 'Summer Wave Large Blue	Large Blue Wishbone Flower	4.5"	15	4.60	69.00
49	Verbena Aztec 'Silver Magic'	Silver Magic Aztec Verbena	4.5"	62	3.80	235.60
50	Zinnia Magellan 'Ivory'	Ivory Zinnia	1 Gal	144	6.50	936.00
51	Zinnia marylandica 'Zahara'	Zahara™ Double Zinnia	1 Gal	318	6.50	2,067.00
52	Zinnia Zahara 'Starlight Rose'	Starlight Rose Zinnia	1 Gal	119	6.50	773.50
Total Cost for Summer Installation:						\$ 36,389.80

Example Fall Rotation 2020						
Contractor will be held to Unit Pricing for Future Installations - Quantity for Bidding Purposes Only						
Num.	Scientific Name	Common Name	Size	No. of Plants	Unit Price	Total Price
1	Aster dumosus KICKIN Pink Chiffon	Kickin Pink Chiffon	1 gal	282	6.50	1,833.00
2	Aster Frolic	Frolic Aster	1 gal	600	6.50	3,900.00
3	Beta vulgaris 'Oriole Gold'	Oriole Gold Swiss Chard	1 gal	122	6.50	793.00
4	Beta vulgaris 'Ruby Red'	Ruby Red Swiss Chard	1 gal	89	6.50	578.50
5	Brassica oleracea 'Sunset'	Kale Sunset	1 gal	48	6.50	312.00
6	Brassica oleracea 'Pigeon Purple'	Pigeon Purple Kale	1 gal	454	6.50	2,951.00
7	Brassica oleracea 'Ruby Perfection'	Ruby Perfection Kale	1 gal	138	6.50	897.00
8	Capsicum annum 'Chilly Chili'	Chilly Chili Pepper	8" pot	85	6.50	552.50
9	Celosia 'Dragon's Breath'	Dragon's Breath Celosia	8" pot	42	6.50	273.00
10	Celosia 'Fresh Look Orange'	Fresh Look Orange Celosia	8" pot	48	6.50	312.00
11	Chrysanthemum 'Aubrey Orange'	Aubrey Orange Garden Mum	1 gal	631	6.50	4,101.50
12	Chrysanthemum 'Edana Red'	Edana Red Garden Mum	1 gal	300	6.50	1,950.00
13	Chrysanthemum 'Fireglow Bronze'	Fireglow Bronze Mum	1 gal	36	6.50	234.00

14	Chrysanthemum Hilo Fuchsia	Hilo Fuchsia Garden Mum	1 gal	345	6.50	2,242.50
15	Chrysanthemum 'Key Lime'	Key Lime Garden Mum	1 gal	20	6.50	130.00
16	Kalanchoe Orange	Orange Kalanchoe	4.5"	119	4.70	559.30
17	Kalanchoe Yellow	Yellow Kalanchoe	4.5"	399	4.70	1,875.30
18	Pennisetum 'Fireworks'	Fireworks Pennisetum	1 gal	276	12.00	3,312.00
19	Pennisetum x Advena 'Rubrum'	Burgundy Giant Fountaingrass	1 gal	54	12.00	648.00
20	Tagetes erecta 'Garland Orange'	Garland Orange Marigold	4" pot	126	3.80	478.80
21	Tagetes patula 'Bambino'	Bambino Marigold	4" pot	711	3.80	2,701.80
22	Tagetes patula 'Bonanza Harmony'	Bonanza Harmony Marigolds	4" pot	240	3.80	912.00
23	Tagetes patula 'Super Hero Spry'	Super Hero Spry Marigold	4" pot	458	3.80	1,740.40
Total Cost for Fall Installation:						\$ 33,287.60

Total Maintenance per Month: \$ 1,300.00

Watering per Hour: \$ 39.00

Total Cost for 2020 (Rotations, 8 Months Maintenance, 700 hrs. Water): \$107,377.40

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.):	\$ 35.00
Dump Cost (Per ton):	\$ 60.00
Disposal Cost (Per trip):	\$ 55.00

2. Weeding / Fertilization / Cultivation (sq. yd.)	\$ 3.00
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3. Shrub Pruning (per hr.)	\$ 38.50
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4. Install mulch (cu. yd.)	\$ 55.00
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5. Watering (per hr.)	\$ 39.00
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6. Parkway Restoration (sq. yd.)	\$ 9.00
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7. Sod Installation (sq. yd.)	\$ 5.00
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8. Split Rail Fence Post Replacement	\$ 40.00
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9. Split Rail Replacement	\$ 30.00
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10. Tree Pit Weeding (per hr.)	\$ 38.50
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Connie Rivera

(Type Name of Individual Signing)

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

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

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

Dated: October 21 / 2019

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

By:

Connie Pinere
Authorized Signature

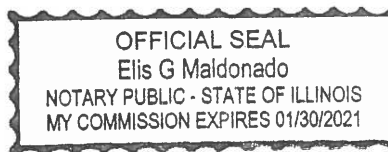
3022 W. LAKE STREET CHICAGO, IL
Address
60612

773.638.2000
Telephone

Subscribed and sworn to before me this 21 day of October, 2019.

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

Expires on 01/30/2021



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.

THE INTERESTS EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS AND IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.

2018 OPERATING AGREEMENT OF CITYESCAPE GARDEN & DESIGN LLC

This 2018 Operating Agreement of Cityscape Garden & Design LLC (the "Agreement") is made and entered into effective as of the 28th day of December, 2018, by the sole member of Cityscape Garden & Design LLC (the "Company").

WITNESSETH:

WHEREAS, the Articles of Organization for the Company were filed with the Illinois Secretary of State on February 29, 2003 organizing the Company as an Illinois limited liability company.

WHEREAS, the original operating agreement of the Company was entered into as of March 27, 2003, which was superseded by that certain operating agreement referred to as the "Amended and Restated Operating Agreement" dated December 14, 2006; which on August 25, 2007 was amended by that certain First Amendment to the Amended and Restated Operating Agreement of the Company.

WHEREAS, the sole member of the Company is desirous of restating the operating of the Company by this instrument to be referred to as the "2018 Operating Agreement of Cityscape Garden & Design LLC", which shall replace and supersede all prior Operating Agreements of the Company and all amendments to such prior Operating Agreements; and

WHEREAS, this Agreement is intended to control the internal business and affairs of the Company, including the operation thereof, and the rights and liabilities as between and among the members of the Company and such persons and entities as may hereafter become members.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

ARTICLE I DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings:

1.01 "Act" shall mean the Illinois Limited Liability Company Act as the same shall be amended from time to time.

1.02 "Articles of Organization" shall mean the Articles of Organization of the Company as filed with the Illinois Secretary of State, as amended from time to time.

1.03 "Capital Account" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article VIII.

1.04 "Capital Contribution" shall mean any contribution to the capital of the Company in cash or property by a Member whenever made.

1.05 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue laws.

1.06 "Company" shall refer to Cityscape Garden & Design LLC.

1.07 "Deficit Capital Account" shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(1) Credit to such Capital Account an amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and (i)(5) of the Treasury Regulations after taking into account thereunder any charges during such year in partnership minimum gain (as determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain attributable to any partner for nonrecourse debt (as determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(2) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

1.08 "Distributable Cash" shall mean all cash, revenues and funds received by the

Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company's business; (iii) such Reserves as the Members deem reasonably necessary for the proper operation of the Company's business.

1.09 "Economic Interest" shall mean a Member's or Economic Interest Owner's share of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision or action of the Member(s) pursuant to this Operating Agreement or the Act.

1.10 "Economic Interest Owner" and "Assignee" shall mean a Person to whom Units have been transferred who has not been admitted as a Member.

1.11 "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

1.12 "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement.

1.13 "Majority Interest" shall mean one or more Interests of Members which in the aggregate comprise in excess of 50% of all issued and outstanding Units in the Company.

1.14 "Majority Vote" shall mean the vote of Membership Interests in excess of 50% of all issued and outstanding Units in the Company.

1.15 [Deleted]

1.16 "Member" and "Members" shall mean each Person who shall acquire Membership Units in the Company and who executes a counterpart of this Operating Agreement as a Member, and each Person who may hereafter become a Member. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of Economic Interest Units, such person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership or Economic Interest Units, as the case may be. In the case of a grantor trust, references herein to Member shall be construed to mean the grantor of such trust.

1.17 "Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement and the Act.

1.18 Membership Units, Economic Interest Units, and Units Held by Assignees. Interests in the Company shall be represented by "Units of Interest" (referred to herein as "Units"). The ownership shall be set forth on Exhibit A attached hereto. Each Unit owned by a Member in matters subject to a vote by the Members shall be entitled to one vote. Units owned by Economic Interest Owners and Assignees shall be considered Units of Economic Interest (also referred to herein as "Economic Interest Units"), but shall not be entitled to vote. Subject to the provisions herein, each Unit shall have equal rights with every other Unit with respect to sharing of profits and losses and with respect to distributions. A Unit may be diluted if the Company issues additional Units.

1.19 "Net Profits" and "Net Losses" shall mean the net income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with generally accepted accounting principles consistently applied employed under the method of accounting selected by the Members, all as reflected on the Company's income tax return filed for each calendar year.

1.20 "Operating Agreement" shall mean this Operating Agreement as executed and as amended or restated from time to time. If a provision of this Operating Agreement differs from a provision of the Act, then to the extent allowed by law, the provisions in this Operating Agreement shall govern.

1.21 "Percentage Interest" or "Participating Percentage" shall mean a Member or Economic Interest Owner's right to allocations of Net Profits and Net Losses of the Company calculated as the Units owned by such Member or Economic Interest Owner divided by the total number of Units of the Company outstanding.

1.22 "Person" shall mean any individual or association whether corporation, limited liability company, trust, partnership or otherwise, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

1.23 "Reserves" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts deemed sufficient by the Members for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

1.24 "Seller" shall mean any Member or Economic Interest Owner who sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Units of Membership Interest or Economic Interest.

1.25 "Transferor" shall collectively mean a Seller and/or Member or Economic Interest Owner who gifts Units in the Company.

1.26 "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code.

1.27 "Unit" shall include Membership Units and Economic Interest Units.

ARTICLE II FORMATION OF COMPANY

2.01 **Formation.** The Company has been organized as an Illinois Limited Liability Company by executing and delivering the Articles of Organization to the Illinois Secretary of State in accordance with and pursuant to the Act.

2.02 **Name.** The name of the Company is Cityscape Garden & Design LLC.

2.03 **Principal Place of Business.** The principal place of business of the Company within the State of Illinois shall be Cityscape Garden & Design LLC, 3022 West Lake Street, Chicago, Illinois 60612. The Company may locate its places of business and registered office at any other place or places as the Members may deem advisable.

2.04 **Registered Office and Registered Agent.** The Company's registered agent shall be Barry C. Kessler and the registered agent's address shall be 1275 Milwaukee Avenue, Suite 300, Glenview, Illinois 60025. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Illinois Secretary of State pursuant to the Act.

2.05 **Term.** The term of the Company shall commence with the filing of the Articles of Organization with the Secretary of State and shall continue until the current dissolution date of December 31, 2029, unless changed with the Illinois Secretary of State or otherwise dissolved in accordance with either the provisions of this Operating Agreement or the Act.

2.06 **Allocation of Units.** The Company shall issue 1,000 Membership Units to be distributed as delineated on Exhibit A attached.

2.07 **No State-Law Partnership.** No provisions of this Agreement shall be deemed or construed to constitute the Company a partnership (including a limited partnership), or any Member a partner of or with any other Member, for any purposes other than federal and state tax purposes.

2.08 **Ownership of Company Property.** Property of the Company shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company property or any portion thereof. Title to any or all Company property may be held in the name of the Company or one or more nominees, as the Members may determine. All Company property shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company property is held.

ARTICLE III BUSINESS OF COMPANY

The business of the Company shall be to engage in the design and rendition of commercial and residential landscaping and attendant services, the sale flowers, plantings and materials and services in connection therewith, and such other businesses and activities as limited liability companies are authorized to engage under the laws of the State of Illinois.

ARTICLE IV NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members and Economic Interest Owners shall be delineated on Exhibit A attached hereto and incorporated herein by reference. Said Exhibit shall be updated from time to time to reflect changes in the holders of the Units of the Company.

ARTICLE V RIGHTS AND DUTIES -- MANAGEMENT

5.01 Management. The business and affairs of the Company shall be managed by its Manager. The Manager shall direct, manage and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by non-waivable provisions of the Act, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the management of the Company's business. Subject to the limitations on authority set forth herein, at any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers. This power of management vested upon the Managers shall not be assigned to nor exercised by a power of attorney, guardian, trustee, bankruptcy trustee, or similar fiduciary of the Manager.

5.02 Number, Tenure and Qualifications. The Company shall have one Manager, Connie L. Rivera.

5.03 Certain Powers of the Manager. Without limiting the generality of Section 5.01, except where such limitation is expressly stated, the Manager shall have power and authority on behalf of the Company:

- (a) To acquire property from any person as the Manager may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;
- (b) To borrow money for the Company from banks, other lending institutions, other private investment individuals or groups, the Manager, Members, or affiliates of the Manager or

Members on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Manager;

(c) To purchase liability and other insurance to protect the Company's property and business or for any other reason the Manager may in his discretion determine;

(d) To hold and own Company real and personal properties in the name of the Company;

(e) Upon the majority vote of the Members, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(f) To execute on behalf of the Company all instruments and documents, including, without limitation: checks, drafts, notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; and any other instruments or documents necessary to the business of the Company;

(g) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(h) To enter into any and all other agreements on behalf of the Company, in such forms as the Manager may approve;

(i) To negotiate the terms and conditions of leases of the Company's property and execute such leases in behalf of the Company; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business and to take any other action in behalf of the Company as authorized in this Operating Agreement;

(k) To submit such applications and materials as may be necessary or appropriate to qualify the company as a female owned business or such other program as to which the Company may qualify stemming from the circumstances of its ownership.

Unless expressly authorized to do so in writing by this Operating Agreement or by the Members of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

5.04 Liability for Certain Acts. The Manager shall perform his/her duties as Manager in good faith, in a manner he/she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Manager.

5.05 Manager Has No Exclusive Duty to Company. A Manager shall not be required to manage the Company as its sole and exclusive function and may have other business interests and engage in activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom.

5.06 Bank Accounts. The Manager may from time to time open bank accounts in the name of the Company, with authority of the manager(s) to sign checks or drafts, unless, by a majority vote, the Members determine otherwise.

5.07 Indemnity of the Manager, Employees and Other Agents. Provided that a majority of the Members approve, the Company shall, to the maximum extent permitted by the Act, indemnify and make advances for expenses to the Manager, its employees, and other agents.

5.08 Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. In the event that the resigning Manager is also a Member, the resignation of such Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.09 Removal. At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the majority vote of the Members. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.10 Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the majority vote of all Members. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by an election at a meeting of Members called for that purpose or by the Members' majority vote. A Manager elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office and shall hold office until expiration of such term and until his successor shall be elected and qualified or until his earlier death, incapacity, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the successor shall be elected and qualified, or until his earlier death, incapacity, resignation or removal.

5.11 Salaries. The Salaries and other compensation, if any, of the Manager shall be fixed from time to time by the majority vote of the Members, and no Manager shall be prevented from receiving such salary because the Manager is also a Member of the Company.

ARTICLE VI RIGHTS AND OBLIGATIONS OF MEMBERS

6.01 Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Act and other applicable law.

6.02 Representations and Warranties. Each Member hereby represents and warrants to the Company and the other Members that:

(a) If such Member is an Entity, that it is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full organizational power to execute and agree to this Agreement to perform its obligations hereunder.

(b) (i) Such Member has a pre-existing personal or business relationship with the Company or one or more of its Members or (ii) by reason of its business or financial experience, or by reason of the business or financial expertise of its financial advisor who is unaffiliated or selling agent of the Company, such Member is capable of evaluating the risks and merits of an investment in the Company and of protecting its own interest in connection with this investment.

(c) Such Member has not seen, received, been presented with, or been solicited by any leaflet, public promotional meeting, newspaper or magazine article or advertisement, radio or television advertisement, or any other form of advertising or general solicitation with respect to the offer or sale of Units in connection with this investment.

(d) Such Member is acquiring its Units for investment purposes for its own account only and not with a view to or for sale in connection with any distribution of all or any part of the Units.

(e) Such Member is financially able to bear the economic risk of its investment in the Company, including the total loss thereof.

(f) Such Member acknowledges that the Units have not been registered under the Securities Act or qualified under any state securities law or under the laws of any other jurisdiction, in reliance, in part, on such Member's representations and warranties herein.

(g) Such Member represents, warrants and agrees that the Company is under no obligation to register or qualify the Units under the Securities Act or under any state securities law or under the laws of any other jurisdiction, or to assist such Member in complying with any exemption from registration and qualification.

(h) Without limiting the representations set forth above, and without limiting ARTICLE X, such Member agrees that it will not make any disposition of all or any part of its Units that will result in the violation by such Member or by the Company of the Securities Act or any other applicable securities laws, and such Member agrees that it may not Transfer its Units without the appropriate registration or the availability of an exemption from such requirements.

6.03 Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company beyond his/her respective Capital Contribution and any obligation of the Member under Sections 8.01 and 8.02 to make Capital Contributions, except as expressly provided in this Agreement or as otherwise required by law, or as expressly undertaken pursuant to a personal guaranty executed by said member.

6.04 List of Members. Upon the written request of any Member, a Member shall be entitled to a list showing the names, addresses and Membership Interests and Economic Interests of all Members.

6.05 Assignment and Exercise of Rights. A Member's rights in the Company may be exercised by a power of attorney, guardian, trustee or similar fiduciary. If any Member shall become legally incapacitated, that Member's duly appointed agent via power of attorney or trustee shall have the right to act in behalf of said Member.

6.06 Approval of Sale of All Assets. The Members shall have the right, by the unanimous vote of the Members, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

6.07 Company Books. Upon reasonable written request, each Member and Economic Interest Owner shall have the right, at a time during ordinary business hours, to inspect and copy, at the requesting Member's or Economic Interest Owner's expense, the Company documents identified in the Act, and such other documents which the Member, in his/her discretion, deems appropriate.

6.08 Priority and Return of Capital. Except as may be expressly provided in Article IX, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

6.09 Liability of a Member of the Company. A Member who receives a distribution or the return in whole or in part of its contribution is liable to the Company only to the extent provided by the Act.

6.10 Indemnification by the Company. The Company shall indemnify the Members for liability they may incur in their capacity as Members or agents of the Company pursuant to the terms of the indemnification provisions of this Operating Agreement.

6.11 Indemnification by Members. Notwithstanding any other provision herein to the contrary, each Member of the Company shall be severally liable to other Company Members for liabilities of the Company incurred by any such other Member pursuant to a personal guaranty executed in connection with the business of the Company. Upon a Member personally incurring any liability, expense or loss on behalf of the Company for which a personal guaranty was executed and at the time of execution of said personal guaranty notice was given thereof to all other members, then, and in that event, each Member shall upon notice from the Member incurring such liability, immediately reimburse such Member for the several amount of the Member's portion of such liability in accordance with the Member's then Participating Percentage.

ARTICLE VII MEETINGS OF MEMBERS

7.01 Meetings. Meeting of the Members, for any purposes, may be called by any Member or Members holding at least 10% of the Membership Units. Notwithstanding the foregoing, neither regular nor special meetings shall be required in order to conduct the business of the Company.

7.02 Place of Meetings. Meetings shall be held at the principal offices of the Company unless unanimously agreed by all the Members to hold the meeting at some other agreed location.

7.03 Notice of Meetings. Except as provided in Section 7.04, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be provided not less than fourteen (14) days nor more than thirty (30) days before the date of the meeting, either personally, via facsimile transmission, via electronic mail, by overnight courier, or by United States First Class Mail, by or at the direction of the Members calling the meeting, to each Member entitled to vote at such meeting. Such notice shall be deemed delivered upon personal delivery, on the same day if via facsimile or electronic mail; the actual date of delivery if via overnight courier, and three days after being deposited in the United States mail, provided in each instance the communication shall be properly addressed to the Member at its address as it appears on the books of the Company, with all costs of delivery/postage being prepaid.

7.04 Meeting of All Members. If all of the Members shall meet at any time and place, either within or outside of the State of Illinois, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.05 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive

payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice is deemed given per Paragraph 7.03 or the date on which the Company resolution declaring such distribution was adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.06 Quorum. Members holding a majority of the Units of the Company, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Units so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Units whose absence would cause less than a quorum.

7.07 Manner of Acting. If a quorum is present, actions approved by Members holding a majority of Membership Units of all Members present shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Articles of Organization, or by the Operating Agreement. Unless otherwise expressly provided herein or required under applicable law, only Members may vote or consent upon any matter and their vote or consent, as the case may be, shall be counted in the determination of whether the matter was approved by the Members.

7.08 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

7.09 Action by Members Without a Meeting. Action required to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

7.10 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

7.11 "Presence". A Member may participate in and act at any meeting of the Members through the use of a conference telephone or other communications equipment provided all

persons participating in the meeting can hear each other. Participation through electronic media shall be sufficient to constitute attendance and presence in person at the meeting.

ARTICLE VIII CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.01 **Members' Capital Contributions.** Each Member shall or has contributed such amount as is set forth adjacent to said Member's or Economic Interest Owner's name [or identity if an entity] on Exhibit A attached hereto as its share of the Initial Capital Contribution.

8.02 **Additional Contributions.** It is expressly acknowledged that the activities of the Company may from time to time require additional capital contributions from the Members, this is especially true given the nature of the Company's investments. A Member or Economic Interest Owner shall be required to make such additional capital contributions. Upon the occurrence of a capital call, written notice shall be given each Member and Economic Interest Owner of the amount of the additional contribution, and each Member and Economic Interest Owner shall deliver to the Company its pro rata share thereof (in proportion to its respective Percentage Interest or Units on the date such notice is given) no later than thirty days following the date such notice is given. Should any Member or Economic Interest Owner determine not to contribute his or her proportionate share of the capital call, then and in that event, additional units shall be issued with respect to the new capital being contributed based on the following computation: (1) the company's accountants shall determine the current net equity of the Company; and (2) divide the current net equity as computed by the number of outstanding units so as to compute the net equity per existing outstanding unit. The amount of the capital call shall be divided by the net equity per unit to determine the number of additional units to be issued. Those members contributing additional capital shall be issued additional units based on the aforesaid computation. The Company shall authorize such additional units to issue as may be required to accomplish the foregoing process. The percentage interest of those Members failing to contribute additional capital shall be reduced accordingly stemming from the aforesaid process.

None of the terms, covenants, obligations or rights contained in this Section 8.02 is or shall be deemed to be for the benefit of any person or entity other than the Members and the Company, and no such third party shall under any circumstances have the right to compel any actions or payments by the Members.

8.03 **Capital Accounts.**

(a) A separate Capital Account will be maintained for each Member and/or Economic Interest Owner and such Capital Account will be increased by (1) the amount of money contributed to the Company; (2) the fair market value of property contributed to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations of Net Profits and Net Losses; and (4)

allocations of income described in Code Section 705(a)(1)(B). Each Capital Account will be decreased by (1) the amount of money distributed to such Member or Economic Interest Owner by the Company; (2) the fair market value of property distributed to such Member or Economic Interest Owner by the Company (net of liabilities secured by such distributed property that such Member or Economic Interest Owner is considered to assume to take subject to under Code Section 752); (3) allocations of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to the account of loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.03 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.03 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.03, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members or Economic Interest Owners as set forth in the Operating Agreement.

(d) Upon liquidation of the Company (or any Member's Membership Interest or Owner's Economic Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members and Economic Interest Owners, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty days of the end of the taxable year (or, if later, within one hundred twenty days after the date of the liquidation). The Company may offset damages for breach of this Operating Agreement by a Member or Economic Interest Owner whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.

(e) Except as otherwise required in the Act (and subject to Sections 8.01 and 8.02), no Member or Economic Interest Owner shall have any liability or obligation to restore all or any portion of a deficit balance in such Member's or Economic Interest Owner's Account.

8.04 Withdrawal or Reduction of Member's Contributions to Capital.

(a) A Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member, irrespective of the nature of its Capital Contribution, has only the right to receive cash in return for its Capital Contribution.

ARTICLE IX ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.01 Allocations of Profits and Losses from Operations. The Net Profits and Net Losses of the Company for each fiscal year will be allocated to the Members and Economic Interest Owners in proportion to their Percentage Interest in the Company.

9.02 Special Allocation Pursuant to IRC Section 704.

Each item of the Company's income, gain, loss, deduction or credit shall be allocated to each of the Members and Economic Interest Owners in accordance with their respective percentages as delineated in Paragraph 9.01 above and as may be adjusted from time to time; provided, however, that such allocations shall be made in accordance with Section 704 of the Internal Revenue Code, as amended, and applicable regulations thereunder.

9.03 Distributions.

Except as hereinafter provided, all distributions, including the timing, amount and form of such distribution, shall be determined by the Manager(s).

(a) Discretionary Distributions. Except as provided in Section 8.03(d), a Member has no right to demand and receive any distribution in a form other than cash. All distributions of cash or other property shall be made to the Members and Economic Interest Owners pro rata in proportion to the respective Percentage Interest on the record date of such distribution. Except as provided in Section 9.04, all distributions of Distributable Cash and property shall be made at such time as determined by the Manager. All amounts withheld pursuant to the Code from any Members or Economic Interest Owners of the Company shall be treated as an amount distributed to the relevant Member or Economic Interest Owner pursuant to this Section 9.03.

(b) Mandatory Distribution: Unless waived by the unanimous vote of the Members, notwithstanding any provision herein to the contrary, not later than 90 days following the close of the taxable year, the Manager(s) shall be required to make distributions of cash from the Company to all the Members and Economic Interest Owners in an amount not less than 45% of the net income, if any, of the Company for said tax year. Said distribution shall be allocated in accordance with the Percentage Interest of the Unit holders.

9.04 Limitations upon Distributions.

(a) No distributions or return of contributions shall be made and paid if, after the

distribution or return of contribution is made either:

(1) The Company would be insolvent; or

(2) The net assets of the Company would be less than zero.

(b) The Manager(s) may base their determination under Section 9.04(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company prepared by the Accountant having charge of its books of account, or compiled or reviewed by an independent certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

9.05 Accounting Principles. The profits and losses of the Company shall be determined as decided by the Managers in consultation with the Company's accountants.

9.06 Interest on and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contributions or on return of its Capital Contributions.

9.07 Loans to Company. With respect to loans from company Members or private investment individuals or groups, the interest rate thereon shall be the applicable federal rate as published from time to time or such other rate as may be determined by the Manager(s) of the Company.

9.08 Accounting Period. The Company's accounting period shall be the calendar year ("Fiscal Year").

9.09 Records, Audits and Reports. At the expense of the Company, the Manager(s) shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company shall maintain the following records whether at its principal place of business or at the offices of its then acting attorney [and in the latter event to be made available at the offices of the Company upon the request of any Member or Economic Interest Owner]:

(a) A current list delineating the full name and address of each Member and Economic Interest Owner and setting forth the amount of cash each Member and Economic Interest Owner has contributed, a description and statement of the agreed value of the other property or service each Member and Economic Interest Owner has contributed or has agreed to contribute in the future, the date on which each became a Member or Economic Interest Owner, and the number of Units owned;

(b) A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) Copies of the Company's federal, state, and local income tax returns

and reports, if any, for the three (3) most recent years;

(d) Copies of the Company's currently effective written Operating Agreement, and copies of any financial statements of the Company for the three (3) most recent years;

(e) Minutes of every meeting, if any;

(f) Any written consents obtained from Members for actions taken by Members without a meeting; and

(g) Unless contained in the Articles of Organization or the Operating Agreement, a writing setting out the following:

(1) The times at which, or events on the happening of which, any additional contributions agreed to be made by each Member and Economic Interest Owner are to be made.

(2) Any right of a Member or Economic Interest Owner to receive distributions that include a return of all or any part of the Member or Economic Interest Owner's contributions.

(3) Any power of a Member or Economic Interest Owner to grant the right to become an assignee of any part of the Member's or Economic Interest Owner's Interest, and the terms and conditions of the power.

9.10 Returns and Other Elections. The Tax Matters Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, shall be furnished to the Members and Economic Interest Owners upon their written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Tax Matters Manager in his/her sole discretion, provided that the Tax Matters Manager shall not make any tax election objected to by one of the Members.

9.11 Tax Matters. The Tax Matters Manager is designated on Schedule A hereto and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Manager, in his/her discretion, is authorized to retain accountants, attorneys and investment and tax advisors as deemed appropriate from time to time to assist in all tax, legal and investment decisions, and may also receive assistance from any Member in performing his/her duties in handling Tax Matters.

ARTICLE X TRANSFERABILITY

10.01 Members of the Company may sell, transfer, assign, convey, pledge, hypothecate, encumber, or gift either inter vivos or upon death (collectively, "Transfer") Units of the Company upon satisfaction of each of the following requirements:

(a) such Transfer, alone or when combined with other transactions, would not result in a termination of the Company within the meaning of Section 708 of the Code, except with Unanimous Member Approval; and

(b) either:

(i) there is then in effect a registration statement under the Securities Act covering such proposed Transfer and such Transfer is made in accordance with such registration statement and any applicable requirements of state securities laws; or

(ii) (A) the transferring Member has notified the Company of the proposed Transfer and has furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (B) if reasonably requested by the Members, the transferring Member has furnished the Company with a written opinion of legal counsel, reasonably satisfactory to the Members, that such Transfer will not require registration of any securities under the Securities Act or the consent of or a permit from appropriate authorities under any applicable state securities law or under the laws of any other jurisdiction; and

(c) the Transfer is made (i) pursuant to the provisions of Section 11.01 on involuntary withdrawal of a Member; or (ii) pursuant to the provisions of Section 11.02 on voluntary withdrawal of a Member; and

(d) as to Transfers for consideration, the transferor shall first offer to the Company and other Members the right to acquire the interest sought to be transferred upon the terms and conditions tendered by said third party transferee as further delineated in Section 10.03 below.

10.02 Assignee. The Assignee of any attempted Transfer not in compliance with Section 10.01 and Article XI shall hold such Units as an Assignee unless admitted as a Member under applicable provisions of this Operating Agreement. An Assignee shall not be entitled to receive any distributions in excess of those distributions to which the withdrawing Member would have been entitled had such Member remained a Member.

10.03 Right of First Refusal. In the event a Member receives and is desirous of accepting a bona fide offer to purchase all or any portion of his Units, said Party [hereinafter "Transferor"] shall provide written notice of said offer to the Company and all other Members ("Remaining Members.") The notice shall contain the name of the prospective purchaser, the number of Units sought to be transferred, the purchase price per Unit, and all other terms and conditions of the proposed transfer together with a copy of the written offer to purchase. The Company and the Remaining Members shall have a right of first refusal to purchase all (but not less than all) of the interest sought to be transferred by Transferor at the bona fide offering price of said third party upon the later of the terms and conditions contained in said offer, or hereinafter delineated. Within 30 days of notification by the Transferor, the Company and the Remaining Members shall tender written notice to Transferor of their intent, either individually or collectively, to exercise this right of first refusal. The Purchase Price shall be paid in full at Closing. The Closing shall occur not later than 60 days after Transferor tenders his written notice of intent to sell as provided herein.

Should the Company and the Remaining Members determine not to exercise their right of first refusal hereunder to purchase all Units being offered, the Transferor shall have the right to sell the Units proposed to be sold to the third party purchaser upon the terms and conditions delineated in said bona fide offer free and clear of the restrictions in this Agreement. Should the Transferor not complete the sale to said bona fide purchaser upon the terms and conditions delineated in the offer, or should the Transferor determine to accept different terms and conditions than those originally offered, Transferor shall reoffer the Units to the Company and Remaining Members who shall have a right of first refusal as to the changed terms.

ARTICLE XI WITHDRAWALS

11.01 Involuntary Withdrawal.

(a) A person shall cease to be a Member upon the happening of any of the following events ("Involuntary Withdrawal"): (i) in the case of a Member that is an Individual, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his person or property; (ii) in the case of a Member that is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee); (iii) in the case of a Member that is an Entity other than a corporation, the dissolution and commencement of winding up of such Entity; (iv) in the case of a Member that is a corporation, the filing of articles of dissolution, or its equivalent, for the corporation or the revocation of its charter; (v) in the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire interest in the Company; or (vi) the Member becomes a Bankrupt Member. An Involuntary Withdrawal shall not dissolve the Company.

(b) In the event of an Involuntary Withdrawal, the Company shall have the right to purchase the withdrawing Member's Units at fair market value as determined under section 11.01(c) prior to any transfer to an Assignee, and, if the Company does not exercise this right,

then each of the non-withdrawing Members shall have the right to purchase such Units (in the ratio that each non-withdrawing Member's Units bear to the Units of all such non-withdrawing Members) at fair market value as determined under Section 11.01(c). The Company or the non-withdrawing Member(s) exercising this right, as the case may be, shall provide notice to the withdrawing Member or Assignee of its election to exercise this right within 30 days of the receipt of notice of the event constituting the Involuntary Withdrawal.

(c) The fair market value of the withdrawing Member's Units shall be determined by agreement between the (i) withdrawing Member (or successor in interest) and (ii) the Company, or the non-withdrawing Member(s), as the case may be. If such parties do not agree upon the fair market value within 30 days of the Company's or the non-withdrawing Member(s)' election to exercise its right hereunder, then the withdrawing Member (or successor in interest) shall obtain an Appraisal of its Units at its own expense within 60 days of the Company's or the non-withdrawing member(s)' election hereunder. The Company or the non-withdrawing members may at its option obtain an Appraisal of the withdrawing Member's Units at its own expense within such 60-day period. The fair market value of the withdrawing Member's Units shall be based on the Appraisal obtained by the withdrawing Member (or successor in interest), unless the Company (or non-withdrawing members) also obtains an Appraisal, in which case the fair market value shall be the numerical average of the Appraisal obtained by the withdrawing Member (or successor in interest) and the Appraisal obtained by the Company (or non-withdrawing members.)

(d) The Company, or the non-withdrawing Member(s), as the case may be, shall pay the purchase price as determined pursuant to Section 11.1(c) to the withdrawing Member (or successor in interest) at a closing to be held within 30 days after the determination of fair market value pursuant to Section 11.1(c); *provided, however*, that the Company, or the non-withdrawing Member(s), as the case may be, may satisfy, at its (or their) option, such purchase price by executing and delivering a promissory note in the amount of such purchase price, having a maturity of up to five years from the date thereof. The note shall bear interest at the rate required under the then applicable Internal Revenue Code provisions for imputed interest on a note of similar amount and having a similar maturity. The note shall require quarterly payments of principal and interest necessary to fully amortize such note over such five-year (or shorter) period with the first payment being made at the closing.

11.02 Voluntary Withdrawal of Members.

(a) A Member may voluntarily withdraw from the Company only with Unanimous Member Approval by giving notice to that effect to the Company ("Notice of Intent to Withdraw"). Upon the delivery of such notice, the Company shall purchase the withdrawing Member's Units at fair market value as determined under Section 11.02(b), payable as determined under Section 11.02(c).

(b) The fair market value of the withdrawing Member's Units shall be determined by agreement between the withdrawing Member and the Company. If such parties do not agree on the fair market value within 30 days of the withdrawing Member's Notice of Intent to Withdraw,

then the withdrawing Member shall obtain an Appraisal of its Units at its own expense within 60 days of its Notice of Intent to Withdraw. The Company may at its option obtain an Appraisal of the withdrawing Member's Units at its own expense within such 60-day period. The fair market value of the withdrawing Member's Units shall be based on the Appraisal obtained by the withdrawing Member, unless the Company also obtained an Appraisal, in which case the fair market value shall be the numerical average of the Appraisal obtained by the withdrawing Member and the Appraisal obtained by the Company.

(c) The Company shall pay the purchase price as determined pursuant to Section 11.02(b) to the withdrawing Member at a closing to be held within 30 days after the determination of fair market value pursuant to Section 11.02(b); *provided, however*, that the Company, at its option, may satisfy such purchase price by executing and delivering a promissory note in the amount of such purchase price, having a maturity of up to five years from the date thereof. The note shall bear interest at the rate required under the then applicable Internal Revenue Code provisions for imputed interest on a note of similar amount and having a similar maturity. The note shall require quarterly payments of principal and interest necessary to fully amortize such note over such five-year (or shorter) period with the first payment being made at the closing.

(d) The voluntary withdrawal of any Member from the Company without the consent required by Section 11.02(a) shall not be permitted and shall be wrongful. The Company shall not be required to purchase the Units of any Member who wrongfully withdraws, and such withdrawing Member shall not be entitled to receive any distributions in excess of those distributions to which a Member would have been entitled had such Member not wrongfully withdrawn from the Company. A Member that wrongfully withdraws shall be liable to the Company for damages caused by the withdrawal. Upon withdrawal, a Member that wrongfully withdraws shall be deemed as Assignee.

(e) A withdrawing Member shall be required to immediately pay any sums owed to the Company and shall cease to be a Member.

ARTICLE XII ADDITIONAL MEMBERS AND ECONOMIC INTEREST OWNERS

12.01 Rights of Assignees. An Assignee of a Unit has no right to vote, participate in the management of the Company, or become a Member. An assignee shall only be entitled to receive distributions and return of capital and to be allocated Net Profits and Net Losses attributable to the Units assigned.

12.02 Admission of Substitute Members. An Assignee of a Unit shall only be admitted as a member upon unanimous Member approval. The substitute Member shall execute a counterpart to this Agreement evidencing its agreement and consent to be legally bound by the terms and conditions hereof. If so admitted, the substitute Member shall have all the rights and

powers and shall be subject to all the restrictions and liabilities of the transferor Member. The admission of a substitute Member, without more, shall not release the transferor Member from any liability to the Company that may have existed prior to the approval.

12.03 Admission of Additional Members. An additional Member shall only be admitted as a Member upon Unanimous Member Approval. The members shall determine the initial capital contribution of additional members by Unanimous Member Approval. An additional Member shall execute a counterpart to this Agreement and such other documents, agreements, and instruments as may be required by the Members evidencing its agreement and consent to be legally bound by the terms and conditions hereof. Upon the admission of an additional Member, the Capital Accounts and Percentage Interests of all the Members shall be adjusted by Unanimous Member Approval to reflect the initial capital contribution of the additional member(s). No additional Member shall be entitled to any retroactive allocation of any income, gain, losses, deductions and credits incurred by the Company. The Members may at the time a Member or Economic Interest Owner is admitted, close the Company books (as though the Company's tax year has ended) or make pro rata allocations of loss, income and expense deductions to a new Member or Economic Interest Owner for that portion of the Company's tax year in which a Member or Economic Interest Owner was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

ARTICLE XIII DISSOLUTION AND TERMINATION

13.01 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(1) When the period fixed for the duration of the Company, if any, shall expire pursuant to Section 2.05 hereof;

(2) By the majority vote of the Member(s); or

(3) Upon the occurrence of an event causing dissolution of the Company as delineated in the Act.

(b) Notwithstanding anything to the contrary in this Operating Agreement, if a majority of the Units of the Members shall be voted in favor of dissolution of the Company at a meeting of the Company pursuant to Article VII, then all of the Members shall agree in writing to dissolve the Company on the date agreed upon or in the event of no agreement, as soon as possible, but in any event not more than thirty (30) days thereafter.

(c) If a Member who is an individual dies, or a court of competent jurisdiction adjudges him to be incompetent to manage his person or affairs, then the Member's executor,

administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his estate and transferring said deceased or disabled member's interest to his surviving Family members.

(d) A Member shall not take any voluntary action which directly causes a Withdrawal Event. Unless otherwise approved by the unanimous consent of all the Members, a Member who resigns (a "Resigning Member") or whose Membership Interest is otherwise terminated by virtue of a Withdrawal Event, regardless of whether such Withdrawal Event was the result of a voluntary act by such Member, shall not be entitled to receive any distributions in excess of those distributions to which such Member would have been entitled had such Member remained a Member. Except as otherwise expressly provided herein, a Resigning Member shall immediately become an Economic Interest Owner and said interest shall be offered pursuant to Article X herein. Damages for breach of this Section 12.01(d) shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled.

13.02 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Tax Matters Manager shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, he/shall shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members may determine to distribute any assets to the Members in kind),

(2) Allocate any profit or loss resulting from such sales to the Members' and Economic Interest Owners' Capital Accounts in accordance with Article IX hereof,

(3) Discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for Distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such Reserves shall be deemed to be an expense of the Company),

(4) Distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in

kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of Article IX and Section 8.03 of this Operating Agreement to reflect such deemed sale.

(ii) The positive balance (if any) of each Member's and Economic Interest Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members and Economic Interest Owners either in cash or in kind with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to Section 12.02 (b)(4)(i). Any such distributions to the Members and Economic Interest Owners in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member or Economic Interest Owner has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member or Economic Interest Owner shall have no obligation to make any Capital Contribution, and the negative balance of such Member's or Economic Interest Owner's Capital Account shall not be considered a debt owed by such Member or Economic Interest Owner to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Members shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

13.03 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed, articles of dissolution as required by the Act, shall be executed in duplicate and filed with the Illinois Secretary of State.

13.04 Effect of Filing of Articles of Dissolution. Upon the filing of articles of dissolution with the Illinois Secretary of State, the existence of the Company shall cease, except

for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Members shall have authority to distribute any company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

13.05 Return of Contribution - Nonrecourse Against Other Members. Except as provided by Law, as otherwise agreed to among the members, or as expressly provided in this Operating Agreement, upon dissolution, each Member and Economic Interest Owner shall look solely to the assets of the Company for the return of its Capital Contribution and if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members or Economic Interest Owners, such Members or Economic Interest Owners shall have no recourse against any other Member or Economic Interest Owner .

ARTICLE XIV INDEMNIFICATION

To the extent permitted by the Act and Illinois law, the Company shall provide indemnification of persons acting on behalf of the Company if that person (i) acted in good faith; (ii) received no improper personal benefit; and (iii) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and (iv) reasonably believed that the conduct was in the best interests of the Company.

The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent does not, of itself, establish that the Person did not meet the criteria set forth in this Section.

If a Person is made or threatened to be made a party to a proceeding, the Person is entitled, upon written request to the Company, to payment or reimbursement by the Company of reasonable expenses, including attorney's fees and disbursements, incurred by the Person in advance of the final disposition of the proceeding.

The Company will reimburse expenses, including attorney fees and disbursements, incurred by a Person in connection with an appearance as a witness in a proceeding at a time when the Person has not been made or threatened to be made a party to a proceeding.

The Company may purchase and maintain insurance on behalf of a Person in that person's official capacity against any liability asserted against and incurred by the Person in or arising from that capacity, whether or not the Company would have been required to indemnify the Person against the liability under the provisions of this Article.

The amount of any indemnification or advance paid pursuant to this Article and to whom and on whose behalf it was paid will be included in the records of the Company.

ARTICLE XV MISCELLANEOUS PROVISIONS

15.01 Notices. Any notice, demand, or communication required to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed, if delivered by facsimile transmission to the party, if sent via Federal Express or other recognized overnight courier, or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth on Exhibit A to this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given when personally delivered, on the same day when sent via facsimile, the next day when sent overnight via Federal Express or similar overnight courier, and two business days after the date on which the same was deposited in the United States Mail, addressed and sent as aforesaid.

15.02 Books of Account and Records. Proper and complete records and books of account shall be kept by the Members in which shall be entered fully and accurately all transactions relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.09. The books and records shall at all times be maintained at the principal place of business of the Company.

15.03 Application of Illinois Law. This Operating Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Illinois, and specifically the Act. Exclusive venue for any action or proceeding between and among the members shall be in the Circuit Court of Cook County, Illinois.

15.04 Waiver of Action for Partition. Each Member and Economic Interest Owner irrevocably waives during the term of the Company any right that he may have to maintain any action for partition with respect to the property of the Company, and agrees that the procedures set forth in in this Operating Agreement shall be in lieu thereof.

15.05 Amendments. This Operating Agreement may not be amended except in writing by the unanimous vote of the Units of the Members. Any amendment changing the Percentage Interests of the Members also requires a unanimous affirmative vote of the Members.

15.06 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any laws, rules or regulations.

15.07 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

15.08 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

15.09 Waivers. The failure of any party to seek redress for default or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act which would have originally constituted a default, from having the effect of an original default.

15.10 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

15.11 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

15.12 Heirs, Successors and Assigns. Each and all the covenants, terms, provisions, agreements and obligations stemming from the execution of this Operating Agreement shall be binding upon and inure to the benefit of the parties herein and, to the extent permitted by this Operating agreement, their respective heirs, legal representatives, successors and assigns of the respective Members.

15.13 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

15.14 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

15.15 Partnership Taxation. No member shall take any action which will jeopardize the taxation of the Company as a Partnership for Federal Income Tax purposes.

IN WITNESS WHEREOF, the parties hereto have caused their signatures of their duly authorized representatives, to be set forth below, as of the day and year first above written.

MEMBER:

By: Connie Rivera
Connie L. Rivera, sole member

EXHIBIT A

Member Contributions and Allocated Interest:

<u>Member</u>	<u>Membership Units</u>	<u>Capital Contribution</u>
Connie L. Rivera	1,000	
Total Units Issued and Outstanding: 1,000		

Initial Tax Matters Manager:

Per Paragraph 9.11 of the Operating Agreement, the initial Tax Matters Manager shall be Connie L. Rivera

Addresses for Notification Purposes:

Connie L. Rivera
3022 West Lake Street
Chicago, Illinois 60612

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MUNICIPAL QUALIFICATION REFERENCE SHEET

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

<u>MUNICIPALITY</u>	<u>VILLAGE OF OAK PARK</u>
<u>ADDRESS</u>	<u>PUBLIC WORKS CTR. 201 SOUTH BLVD.</u> <u>OAK PARK, IL 60302</u>
<u>CONTACT</u>	<u>ROBERT SPROULE</u>
<u>PHONE</u>	<u>708.358.5700</u>
<u>WORK</u>	<u>SEASONAL ROTATIONS, LANDSCAPE</u>
<u>PERFORMED</u>	<u>MAINTENANCE & INSTALLATION</u>
<u>MUNICIPALITY</u>	<u>CITY OF CHICAGO - DEPT. OF AVIATION</u>
<u>ADDRESS</u>	<u>H&R PLANT</u> <u>CHICAGO, IL 60666</u>
<u>CONTACT</u>	<u>DOROTHY IZENSKI</u>
<u>PHONE</u>	<u>773.686.7271</u>
<u>WORK</u>	<u>SEASONAL ROTATIONS, LANDSCAPE</u>
<u>PERFORMED</u>	<u>MAINTENANCE & INSTALLATION</u>
<u>MUNICIPALITY</u>	<u>VILLAGE OF BUFFALO GROVE</u>
<u>ADDRESS</u>	<u>PUBLIC WORKS 51 RAUPP BLVD.</u> <u>BUFFALO GROVE, IL 60089</u>
<u>CONTACT</u>	<u>DAVID GRETZ</u>
<u>PHONE</u>	<u>224.374.3580</u>
<u>WORK</u>	<u>LANDSCAPE MAINTENANCE</u>
<u>PERFORMED</u>	
<u>MUNICIPALITY</u>	<u>CHICAGO LOOP ALLIANCE</u>
<u>ADDRESS</u>	<u>55 W MONROE ST. SUITE 2660</u> <u>CHICAGO, IL 60603</u>
<u>CONTACT</u>	<u>LAURA JONES</u>
<u>PHONE</u>	<u>312.782.9160</u>
<u>WORK</u>	<u>SEASONAL ROTATIONS & LANDSCAPE</u>
<u>PERFORMED</u>	<u>MAINTENANCE</u>

V
BIDDER CERTIFICATION

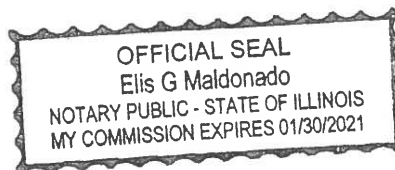
CONNIE RIVERA, as part of its Bid on an agreement for 2019 Comprehensive Landscape Maintenance for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E 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 21 day of October, 2019.

[Signature]
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, Connie Rivera
By:
Its: MANAGING MEMBER

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

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

Subscribed and sworn to before me this 21 day of October, 2019.


Notary Public's Signature



VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

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

President MANAGING MEMBER-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

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

BOND AMOUNT:

10% of bid

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.

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

VOP 2020 Comprehensive Landscape Maintenance and Seasonal Flowers Rotations BID NO 19-149

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.

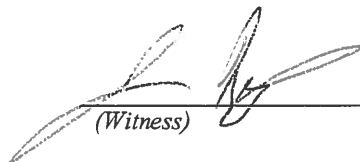
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 23

day of October, 2019


(Witness) *acting.mgr*


(Witness)



City Escape Garden & Design LLC

(Principal)

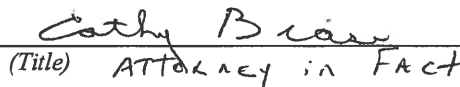
(Seal)

Managing Member
(Title)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)


(Title) *ATTORNEY in FACT*

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.

S-2000-AIA (11/10) PUBLIC

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

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



Scott R. Cohen

Assistant Secretary



CITY-C1

OP ID: CB

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
03/27/2019

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

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

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

847-393-7922

CONTACT NAME: John Brandl

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

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

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Insurance Company

10677

INSURER B: Berkshire Hathaway Guard

11981

INSURER C:

INSURER D:

INSURER E:

INSURER F:

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		ENP0380161 EMP0444311	04/01/2019 04/01/2019	04/01/2020 04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0380161	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			ENP0380161	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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 <input type="checkbox"/>	N/A	CIWC974392	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Section			ENP0380161	04/01/2019	04/01/2020	BLDG \$ 1,981,133 BPP \$ 515,000

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

The Village of Oak Park is additional insured with respects to the general liability where required by written contract. A 30 day notice of cancellation applies.

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

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



CITY-C1

OP ID: CB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2019

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.

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PRODUCER Oaklane Insurance Agency 333 Highway 83 Suite 200 Mundelein, IL 60060 John Brandl		847-393-7922		CONTACT NAME: John Brandl		PHONE (A/C, No, Ext): 847-393-7922		FAX (A/C, No): 847-393-7798	
INSURED City Escape Garden & Design LL 3022 West Lake St Chicago, IL 60612				E-MAIL ADDRESS:					
						INSURER(S) AFFORDING COVERAGE		NAIC #	
						INSURER A: Cincinnati Insurance Company		10677	
						INSURER B: Berkshire Hathaway Guard		11981	
						INSURER C:			
						INSURER D:			
						INSURER E:			
						INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		ENP0380161 EMP0444311	04/01/2019 04/01/2019	04/01/2020 04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		EBA0380161	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0380161	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	CIWC974392	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Section			ENP0380161	04/01/2019	04/01/2020	BLDG 1,981,133 BPP 515,000

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

The Village of Oak Park is an additional insured with respects to the general liability and auto liability where required by written 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

ID
CARD

ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS



LIC# CA74721

EXPIRES December 31, 2020

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

Michael Elsen

SIGNATURE

(FOLD LINE)

ILLINOIS PESTICIDE ID CARD

LIC# CA74721

USAPLANTS ID: 000VRN

COMMERCIAL APPLICATOR

General Standards
Ornamental
Turf
Right-of-Way

IL406-1122 X021-406-0030

ID
CARD

ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS



LIC# CA92427

EXPIRES December 31, 2019

CITY ESCAPE GARDEN & DESIGN
HECTOR MELENDEZ
3022 WEST LAKE STREET
CHICAGO IL 60612

Hector Melendez

SIGNATURE

(FOLD LINE)

ILLINOIS PESTICIDE ID CARD

LIC# CA92427

USAPLANTS ID: 000VRN

COMMERCIAL APPLICATOR

General Standards
Ornamental
Right-of-Way

IL406-1122 X021-406-0030

ID
CARD

ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS



LIC# CA99863

EXPIRES December 31, 2020

CITY ESCAPE GARDEN & DESIGN
Gabriel Guerrero
3022 WEST LAKE STREET
CHICAGO IL 60612

Gabriel Guerrero

SIGNATURE

(FOLD LINE)

ILLINOIS PESTICIDE ID CARD

LIC# CA99863

USAPLANTS ID: 000VRN

COMMERCIAL APPLICATOR

General Standards
Right-of-Way

IL406-1122 X021-406-0030

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: _____

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

Telephone 773-638-2000

E-Mail connie@cityescape.biz

Subscribed to and sworn before me this 21 day of October, 2019.

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?

52

Number of full-time employees

5

Number of part-time employees

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

Signature: Ronnie Riviere

Date: 10/21/19

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	1		1									
Professionals	4	3	1		1							
Technicians												
Sales Workers	5	2	3		1				1			
Office & Clerical	1		1						1			
Semi-Skilled	6	6			6							
Laborers	40	40			40							
Service Workers												
TOTAL	57	51	6		48				2			
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 21 day of October, 2019

10/21/19

(Date)

(Signature)





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JAN 23 2019

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

Dear Ms. Rivera:

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

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

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

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

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

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

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

cc
10

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

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

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

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

NAICS Codes:

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

444220 – Garden Centers

541320 – Landscape Architectural Services

561730 – Landscaping Services (except planning)

561790 – Snow Plowing Driveways and Parking Lot

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

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

Sincerely,



Shannon E. Andrews 
Chief Procurement Officer

SEA/vlw



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

OCT 12 2018

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")** certification program eligibility standards set forth in 49 CFR Parts 26. Your next No Change Affidavit is due **November 30, 2019**.

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

If there is any change in circumstances during the course of your certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within **thirty (30) days** of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

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

NAICS Code(s):

- 424930 – Flower, Nursery Stock and Florists' Supplies, Merchant Wholesalers**
- 444220 – Garden Centers**
- 541320 – Landscape Architectural Services**
- 561730 – Landscaping Services (Except Planning)**
- 561790 – Snow Plowing Driveways and Parking Lots (Not Combined With Any Other Service)**

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

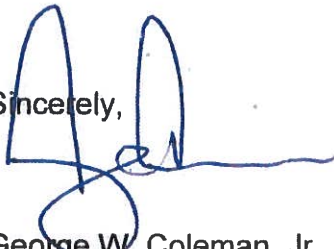
cc
CCLW
SZ

OCT 12 2018

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'George W. Coleman, Jr.', with a stylized flourish extending to the right.

George W. Coleman, Jr.
Deputy Procurement Officer

GWC/em

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. 19-149; Village of Oak Park Village 2020 Comprehensive Landscape Maintenance

Comments:

Signed: _____

Phone: _____

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

Contract Bond

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

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

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

CONTRACT BOND CONTINUED

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

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2019.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2019.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2019.

Notary Public

XIII
AGREEMENT
(For Reference – Do Not Fill Out)

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on the _____ day of _____ 2019, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and _____, a _____ (hereafter the "Contractor").

RECITALS

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

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

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

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

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

1. RECITALS INCORPORATED

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

2. SCOPE OF WORK

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

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

3. DESIGNATED REPRESENTATIVES

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

4. TERM OF CONTRACT

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and shall expire on December 31, 2020. The Contractor shall invoice the Village for the Work provided pursuant to this Contract the rates set forth in its Proposal. The term of this Contract may be extended in writing for up to two (2) additional one (1)-year periods of time pursuant to the consent of the parties.

5. RATE ADJUSTMENT

The Contractor shall be permitted to adjust its rates subject to one (1) adjustment annually, effective on the anniversary date of this Contract. Written notice to the Village from the Contractor must be provided for any annual rate adjustment providing the basis for the requested increase and supporting document justification within thirty (30) days prior to the anniversary date. The annual adjustment shall be based upon 100% of the percentage of change of the ***index published in September*** (as defined below) as compared to the September index for the previous year. The index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's rates for services provided under this Contract in any year. If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and terminate the remaining term of this Contract.

6. PAYMENT SCHEDULE

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

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

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

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

7. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the Work and is otherwise in default pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its

best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

8. DEFAULT/THE VILLAGE'S REMEDIES.

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

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

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

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

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

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

(F) In addition to the above, if Contractor fails to complete any required Work pursuant to this Contract, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Work is not completed on time.

9. COMPLIANCE WITH APPLICABLE LAWS

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

10. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

11. INSURANCE

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

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

(A) Commercial General Liability:

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

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

(B) Workers' Compensation:

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

(C) **Comprehensive Automobile Liability:**

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

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(D) **Umbrella:**

i. Limits:

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

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

12. GUARANTY

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

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

13. STANDARD OF CARE.

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

14. AFFIDAVIT OR CERTIFICATE

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

15. NOTICES

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

To the Village:

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

To the Contractor:

Facsimile: _____
Email: _____

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

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

16. AUTHORITY TO EXECUTE

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

17. EFFECTIVE DATE

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

18. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

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

19. INDEPENDENT CONTRACTOR

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

20. CONTRACT BOND

The Contractor, before commencing the work under this Contract, shall furnish a Contract Bond. The Contract Bond shall remain in effect during the term of this Agreement. The Contract Bond shall be in the amount of twenty five thousand dollars (\$25,000.00) as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on standard AIA Documents, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against the defaulting Contractor may be made for the difference between the amount of the Contractor's Proposal and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the proposal

guarantee.

21. GOVERNING LAW AND VENUE

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

22. AMENDMENTS AND MODIFICATIONS

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

23. NON-WAIVER OF RIGHTS

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

24. CONFLICT

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

25. HEADINGS AND TITLES

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

26. COOPERATION OF THE PARTIES

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

27. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

28. CERTIFIED PAYROLL

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

29. LIVING WAGE/MINIMUM WAGE

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

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

VILLAGE OF OAK PARK

CONTRACTOR

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2019

Date: _____, 2019

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

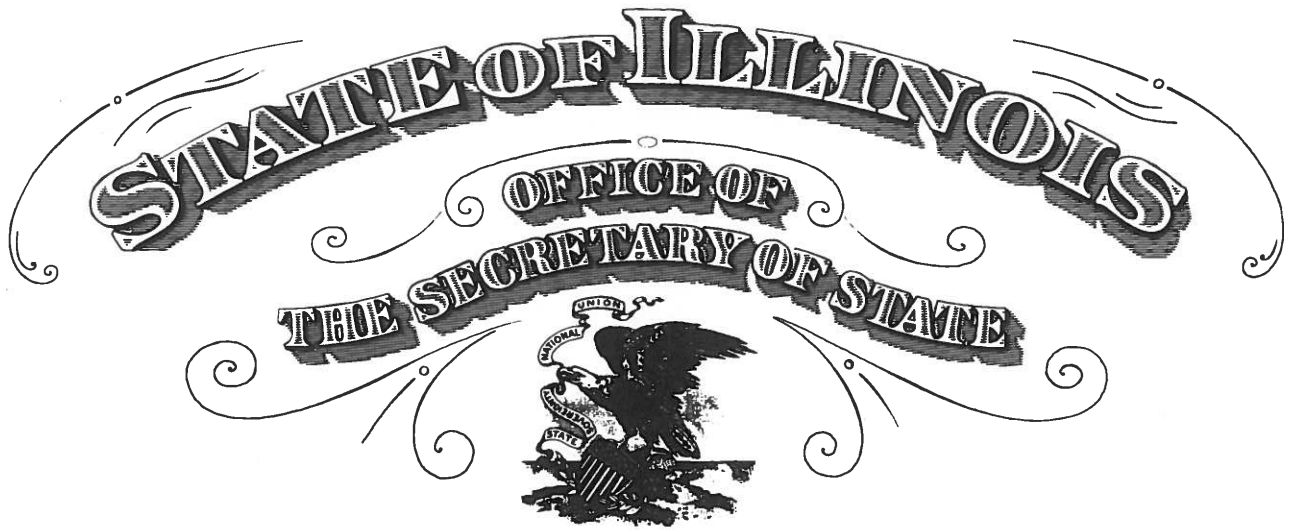
By:
Its:

Date: _____, 2019

Date: _____, 2019

File Number

0086584-2



To all to whom these Presents Shall Come, Greeting:

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

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



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 14TH
day of JANUARY A.D. 2019 .

Jesse White

SECRETARY OF STATE

Authentication #: 1901402566 verifiable until 01/14/2020

Authenticate at: <http://www.cyberdriveillinois.com>

CITY OF CHICAGO

LICENSE CERTIFICATE NON-TRANSFERABLE

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

NAME:

DBA:
AT:

CITYESCAPE GARDEN & DESIGN LLC

CITYESCAPE GARDEN & DESIGN LLC
3022 W. LAKE ST.
CHICAGO, IL 60612

LICENSE NO.:

LICENSE:

1767139

Limited Business License

MEMBER: CONNIE K. RIVERA

PRINTED ON:
08/10/2018

CODE:

1010

FEE:

\$****250.00

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

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

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

THIS 15 DAY OF

SEPTEMBER, 2018

ATTEST:

EXPIRATION DATE:

September 15, 2020

Rahm Emanuel

Anna M. Valencia

ACCOUNT NO. 310201
TRANS NO. 1
CITY CLERK

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



Bruce Rauner, Governor
Raymond Poe, Director

Bureau of Environmental Programs

State Fairgrounds | P.O. Box 19281 | Springfield, IL 62794-9281 | 217-785-2427 | Fax 217-524-4882 | TTY 866-287-2999

Mail Address

CITY ESCAPE GARDEN & DESIGN,
INC
3022 W. LAKE ST.
CHICAGO, IL 60612-0000

Physical Address

CITY ESCAPE GARDEN & DESIGN, INC
3022 W. LAKE ST.
CHICAGO, IL 60612-0000

ATTN Certificate Holder:

Nursery Dealer Certificate # 519-3400

Below is your Nursery Dealer certificate for Calendar Fiscal Year 2019 valid for the period January 1, 2019 through December 31, 2019.

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



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

✓ If not, contact us immediately.

✓ If yes, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard**- your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

CITY ESCAPE GARDEN & DESIGN LLC

3022 W LAKE ST
CHICAGO IL 60612-1828

Expiration Date:
3/31/2020

Lot. Code: 016-0001-1-003
Chicago (Cook)
Cook County

Certificate of Registration

Sales and use taxes and fees (3401-5582)

OFFICIAL DOCUMENT

ILLINOIS REVENUE

[Signature]
Director

Issued Date: 01/30/2019

OFFICIAL DOCUMENT



Bruce Rauner, Governor
Rocco J. Claps, Acting Director

IDHR #: 121498-00
Date Eligible: 05/24/2016
Expires on: 05/24/2021

Connie L. Rivera
Managing Member
CITYESCAPE GARDEN & DESIGN LLC
3022 W. Lake Street
Chicago, IL 60612

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463
www.state.il.us/dhr

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

Protected Plant Permit

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

This permit was generated electronically via the ePermits system

PERMITTEE NAME:	City Escape Garden & Design, LLC	PERMIT NUMBER:	P355-18-00649
CONTACT:	Miss Rebecca Gonzalez	APPLICATION NUMBER:	P621-181116-001
ADDRESS:	3022 Lake St Chicago, IL 60612	DATE ISSUED:	11/19/2018
MAILING ADDRESS:	3022 Lake St Chicago, IL 60612		
PHONE:	(773) 638-2000		
FAX:	(773) 638-2002	EXPIRES:	11/19/2020

SPECIAL INSTRUCTIONS TO INSPECTORS

See permit conditions below

PERMIT CONDITIONS

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

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

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

Protected species of timber and timber products are regulated under the Lacey Act (16 U.S.C. 3371 et seq.) as amended in 2008, and importers may be required to submit the Lacey Act Plant and Plant Product Declaration Form (PPQ Form 505) when filing for entry into the United States. To determine if a particular product is subject to these requirements, please consult the

Permit Number P355-18-00649

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



Kenneth Kitchell

DATE


11/19/2018

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

current implementation schedule for the enforcement of declaration requirements at :
http://www.aphis.usda.gov/plant_health/lacey_act/downloads/ImplementationSchedule.pdf>
 Additional information on the Lacey Act Program is available at: http://www.aphis.usda.gov/plant_health/lacey_act/index.shtml.

1. 1. If you are importing CITES/ESA regulated live plant material for planting, you may also need to complete a PPQ Form 587 to import plants or plant products. Please see the following site for a list of plants and plant parts intended for planting that require a permit:
http://www.aphis.usda.gov/plant_health/permits/permit_plantmaterials.shtml
2. If you are engaging in the business of importing CITES/ESA regulated timber or timber products complete PPQ Form 621 and PPQ Form 585. Please see the link below for the CITES I, II, III Timber Species Manual for additional information and regulated species:
http://www.aphis.usda.gov/import_export/plants/manuals/ports/downloads/cites.pdf
3. CITES listed plants and plant products must enter the United States through a "Designated Port" listed on the link provided:
http://www.aphis.usda.gov/import_export/plants/plant_imports/downloads/list.pdf
4. If the shipment is for export or re-export, a copy of the USDA-APHIS ePermits-issued Protected Plant Permit must be presented, for the re-exporter to engage in the commercial trade of CITES/ESA listed plants and plant products.
5. If the USFWS-issued CITES Re-export Certificate or Other Certificate requires that the permittee attach a copy of the CITES Export Permit or Certificate issued by the Management Authority in the country of origin, CBP or USDA will verify that the CITES Appendix I, Appendix II, or Appendix III regulated timber or articles were originally legally imported into the U.S.
6. The permittee must provide CBP or USDA with a legible copy of a valid foreign CITES Export Permit or Certificate that was previously endorsed (stamped, released, signed, and dated by a PPQ Plant Health Safeguarding Specialist, PPQ Export Certification Specialist or a CBP-Agriculture Specialist) at the CITES-designated port where the shipment was originally imported.
7. In addition to any CITES re-export documents, a Federal Phytosanitary Certificate may also be required for the re-export of CITES Appendix I, II, or III regulated timber or articles and can ONLY be issued at a designated port that is to re-export CITES-regulated logs and lumber and contingent upon compliance with all CITES requirements.

END OF PERMIT CONDITIONS

Permit Number P355-18-00649	
THIS PERMIT HAS BEEN APPROVED ELECTRONICALLY BY THE FOLLOWING PPQ HEADQUARTER OFFICIAL VIA EPERMITS.  Kenneth Kitchell	DATE 11/19/2018

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