



## Interdepartmental Memo

**To:** Jim Ritz, City Administrator  
**From:** Craig Ward, Director of Public Services  
**Re:** Streambank Supplemental Tree / Shrub Planting Project  
**Date:** August 17, 2023

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As the Spring Road Tributary Project progressed, it was evident that additional supplemental planting would be needed to create a natural fence in front of the streambank that most residents became accustomed to viewing. Additional funds were set aside during the 2023/2024 Budget Hearings to accomplish this goal. Once the tree and brush removal were complete, Christopher B. Burke Engineering, Ltd. (CBBEL) was instructed to provide a supplemental landscape project.

Request for proposals was submitted to seven (7) landscaping firms, with the City of Oakbrook Terrace and CBBEL receiving two (2) bid proposals. The Bid Results are listed below.

Atrium Landscaping	\$ 91,619.00
Semper Fi	\$136,150.00

On Saturday, August 19, 2023, the City hosted a Town Hall meeting where CBBEL presented the renderings of the Streambank Supplemental Tree and Shrub Planting Project. Once approved, the goal is to complete the project before the winter of 2023, which would complete and enhance the Streambank Stabilization Project.

### RECOMMENDATION

Staff concurs with Christopher B. Burke Engineering LTD's recommendation for the Streambank Supplemental Tree and Shrub Landscaping Project in the amount of \$91,619.00 to Atrium Landscaping.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

August 17, 2023

City of Oakbrook Terrace  
17W275 Butterfield Road  
Oakbrook Terrace, IL 60181

Attn: Craig Ward, Director of Public Services

Subject: Bid Award Recommendation for the Spring Road Tributary Supplemental  
Landscaping Project, Oakbrook Terrace, IL  
(CBBEL Project No. 180522)

Dear Mr. Ward:

On behalf of the City of Oakbrook Terrace, Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the bid proposals received for the Spring Road Tributary Restoration Project. The request for proposals was submitted to seven (7) landscaping firms. In response to the RFP, the City and CBBEL received two (2) bid proposals.

The Bid Results are listed below.

Atrium Landscape (a woman owned business)	\$ 91,619.00
Semper Fi (a minority owned business)	\$ 136,150.00

A full Bid Tab with comparison to the Engineers Estimate is attached.

The lowest responsive bidder for the project was \$53,411 below the engineer's estimate of \$145,030, and they provided the required supporting documentation. Therefore, our recommendation is that the contract be awarded to Atrium Landscape. in the amount of \$91,619.00.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Jedd Anderson  
Vice President

**SPRING ROAD TRIBUTARY - LANDSCAPE PLAN**

**Engineers Estimate of Probable Cost**

Oakbrook Terrace

17-Aug-23

180522

Sym.	Botanical Name	Common Name	Qty.	Install Size	Cond.	Spacing	Unit Price	Installed Price	Total Cost	Atrium		Semper Fi			
										Installed Price	Total Cost	Installed Price	Total Cost		
<b>Deciduous Tree</b>															
Am la	Amelanchier laevis	Allegheny Shadblow	14	6' clump	B&B		\$200.00	3	\$600.00	\$8,400.00	\$ 534.87	\$ 7,488.18	\$ 677.77	\$ 9,488.78	
Be ni	Betula nigra	River Birch	15	7' clump	B&B		\$190.00	3	\$570.00	\$8,550.00	\$ 532.44	\$ 7,986.60	\$ 677.77	\$ 10,166.55	
Co al	Cornus alternifolia	Pagoda Dogwood	33	6' clump	B&B		\$170.00	3	\$510.00	\$16,830.00	\$ 505.26	\$ 16,673.58	\$ 677.77	\$ 22,366.41	
Ta di	Taxodium distichum	Bald Cypress	16	2"	B&B		\$250.00	3	\$750.00	\$12,000.00	\$ 505.26	\$ 8,084.16	\$ 677.77	\$ 10,844.32	
<b>Deciduous Shrub</b>															
Ae pa	Aesculus parviflora	Bottlebrush Buckeye	21	1 gal.	Cont.	4.5' o.c.	\$30.00	3	\$90.00	\$1,890.00	\$ 80.52	\$ 1,690.92	\$ 77.00	\$ 1,617.00	
Am fr	Amorpha fruticosa	Indigo Bush	19	1 gal.	Cont.	3.5' o.c.	\$30.00	3	\$90.00	\$1,710.00	\$ 56.79	\$ 1,079.01	\$ 77.00	\$ 1,463.00	
Ar ar	Aronia arbutifolia	Red Chokeberry	130	1 gal.	Cont.	2.5' o.c.	\$30.00	3	\$90.00	\$11,700.00	\$ 44.96	\$ 5,844.80	\$ 77.00	\$ 10,010.00	
Ar me	Aronia melanocarpa	Black Chokeberry	110	1 gal.	Cont.	3.5' o.c.	\$30.00	3	\$90.00	\$9,900.00	\$ 44.96	\$ 4,945.60	\$ 77.00	\$ 8,470.00	
Co ra	Cornus racemosa	Gray Dogwood	114	1 gal.	Cont.	3.5' o.c.	\$30.00	3	\$90.00	\$10,260.00	\$ 36.68	\$ 4,181.52	\$ 77.00	\$ 8,778.00	
Hy ar	Hydrangea arborescens	Smooth Hydrangea	102	1 gal.	Cont.	3.5' o.c.	\$30.00	3	\$90.00	\$9,180.00	\$ 41.41	\$ 4,223.82	\$ 77.00	\$ 7,854.00	
Hy pr	Hypericum prolificum	Shrubby St. John's Wort	76	1 gal.	Cont.	2.5' o.c.	\$30.00	3	\$90.00	\$6,840.00	\$ 27.19	\$ 2,066.44	\$ 77.00	\$ 5,852.00	
Ph op	Physocarpus opulifolius	Ninebark	15	1 gal.	Cont.	4.5' o.c.	\$30.00	3	\$90.00	\$1,350.00	\$ 57.99	\$ 869.85	\$ 77.00	\$ 1,155.00	
Rh ty	Rhus typhina	Staghorn Sumac	142	1 gal.	Cont.	4.5' o.c.	\$30.00	3	\$90.00	\$12,780.00	\$ 39.05	\$ 5,545.10	\$ 77.00	\$ 10,934.00	
Ri am	Ribes americanum	Wild Black Current	57	1 gal.	Cont.	4.5' o.c.	\$30.00	3	\$90.00	\$5,130.00	\$ 33.12	\$ 1,887.84	\$ 77.00	\$ 4,389.00	
Sa ni	Sambucus nigra var. canadensis	Elderberry	89	1 gal.	Cont.	3.5' o.c.	\$30.00	3	\$90.00	\$8,010.00	\$ 34.30	\$ 3,052.70	\$ 77.00	\$ 6,853.00	
									<b>Tree and Shrub Subtotal</b>	<b>\$124,530.00</b>		<b>\$ 35,388</b>		<b>\$ 67,375</b>	
Supplemental Seeding and Riprap Installation			<b>QTY</b>	<b>Unit</b>					<b>Unit Price</b>						
Native Seeding			1	ACRE					\$8,000.00		\$ 8,000.00	\$ 6,243.00	\$ 6,243	\$ 5,259.00	\$ 5,259.00
Riprap Installation			50	CYDS					\$250.00		\$12,500.00	\$ 195.10	\$ 9,755	\$ 213.00	\$ 10,650.00
									<b>Seeding and Riprap Subtotal</b>	<b>\$20,500.00</b>		<b>\$ 15,998</b>		<b>\$ 15,909</b>	
									<b>Engineer's Estimate</b>	<b>\$145,030.00</b>		<b>\$ 91,619</b>		<b>\$ 136,150</b>	
Delta from EE											\$53,411.00		\$8,879.94		

We propose to furnish the necessary labor, material, and equipment based on Christopher B Burke plan dated 6-30-23.

Note: *Proposal is by plan not plant list as follows:*

- Pricing is figured using Standard Landscaping Local 150 Operator & Plantmans Union Wages, NOT Prevailing Wages. Taxes are NOT included in pricing.
- Wage Rates other than Local 150, must be paid by others and is not figured into pricing.
- Pricing is figured for a 2023 installation. Work performed beyond June 1, 2024 may be subject to increased costs.
- Pricing is valid for 30 days from date on proposal.
- Pricing does NOT include any hoisting/lifting, crane rental/labor, street permits etc.
- Maintenance beyond Substantial Completion is NOT included in proposal. May be provided at an extra cost.
- Watering beyond Substantial Completion is NOT included.
- Water meter and water costs are not included, or paid for, by Atrium. Should be provided and paid for by General Contractor or Ownership during construction.
- No guarantee on plant availability. Substitutions WILL be necessary depending on availability.
- All Evergreen & Deciduous shrubs will be provided in 3G & 5G containers ONLY. B&B pricing is NOT included unless otherwise noted in proposal
- No TACO Testing is included for imported or existing soil.
- No mass excavation and/or removal is figured in Proposal. All planting bed & lawn areas to be excavated to subgrade by others prior to Atrium commencing work.
- No provisions for protection of new or existing vegetation/improvements.
- Tree Wrap, Stake/Guys & Anti-Dessicant is NOT included in Proposal.
- Use of existing soil is included. Testing of existing soil is NOT included.
- No Spoil Haul-Off Included in Pricing
- Underground unforeseen conditions i.e. stumps, concrete footings, utility lines will require T&M ticket to remove
- No guarantee for seed or sod
- Plantings will not be installed when ambient temperatures may drop below 35 degrees F or increase above 90 degrees F
- If Excavator installs topsoil, topsoil MUST be free of weeds prior to landscape installation
- Material pricing subject to change at any time due to COVID-19 or global inflation beyond Atrium's control. Price increase will need to be paid out in form of change order before completion of job
- Site Furnishing 50% material deposits must be billed and paid for prior to order being placed, and 50% prior to delivery.
- One Mobilization is Included in Proposal. Additional Mobilizations will Require a CO
- Proposal does NOT include planting soil, topsoil, mulch, erosion control blanket, or staples
- Proposal is per Bid Form, not per plan. Bid Form and plan documents have plant quantity discrepancies.

## ATRIUM

17113 Davey Road  
Lemont, Illinois 60439

t 630.739.5100

f 630.739.5106

e [kathy@atriumlandscape.com](mailto:kathy@atriumlandscape.com)



**-Trees**

Amelanchier laevis 6'	14.00 EA
Betula nigra 7'	15.00 EA
Cornus alternifolia 6'	33.00 EA
Taxodium distichum 2"	16.00 EA

**\$40,233****Shrubs**

Aesculus parviflora 5G (Not sold as 1G)	21.00 EA
Aronia arbutifolia 5G (Not sold as 1G)	130.00 EA
Aronia melanocarpa 3G (Not sold as 1G)	110.00 EA
Cornus racemosa 3G (Not sold as 1G)	114.00 EA
Hydrangea arborescens 3G (Not sold as 1G)	102.00 EA
Hypericum prolificum 1G (Requires Substitution)	76.00 EA
Physocarpus opulifolius 5G (Not sold as 1G)	15.00 EA
Rhus typhina 3G (Not sold as 1G)	142.00 EA
Ribes americanum 1G (Requires Substitution)	57.00 EA
Sambucus canadensis 3G (Not sold as 1G)	89.00 EA
Amorpha fruticosa 3G (Not sold as 1G)	19.00 EA

**\$35,388****Rip Rap**

Rip Rap (RR3) (50CY)	80.00 TON
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**\$9,755****Interseeding**

Fine Grade (Seeded Areas)	43,560.00 SF
Buffer/Mesic Prairie Seed Mix w/ Cover Crop	43,560.00 SF

**\$6,243**

I want to thank you for the opportunity to quote you on this project. If you should have questions or concerns please do not hesitate to call.

Sincerely,  
Gretchen Huber  
Atrium Inc.

**ATRIUM**

17113 Davey Road  
Lemont, Illinois, 60439

t 630.739.5100

f 630.739.5106

e kathy@atriumlandscape.com

**BID PART I - BIDDER'S DECLARATION**

This Bid is in response to City of Oakbrook Terrace's request for a Bid ("RFP") for Request for Proposal for Drainage and Wetland Restoration.

This Bid consists of:


- Information & Instructions for Bidders
- Bid Part I - Bidder's Declaration
- Bid Part II - Contract Acknowledgement - Exceptions to City of Oakbrook Terrace Terms & Conditions Appendix A
- Appendix B

Bidder agrees to perform in accordance with all provisions of the RFP documents and any addenda thereto, except as may be specifically stated in this Bid, at the prices set forth herein.

Bidder agrees that this Bid is a firm offer to City of Oakbrook Terrace which cannot be withdrawn for 120 days from and after the Bid due date.

Bidder certifies that it has thoroughly examined and fully understands all of the provisions of the RFP and the conditions of the contract documents attached thereto, as well as any addenda issued prior to the due date; that it has carefully reviewed and fully supports the accuracy of its Bid; has satisfied itself as to the nature and location of all work, the technical, general, and local conditions to be encountered in the performance of any work, the requirements of the Contract and all other matters which may in any way affect performance or the cost thereof; and that City of Oakbrook Terrace shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

If awarded a Contract, Bidder agrees to execute the Contract and deliver it to City of Oakbrook Terrace within 15 calendar days of such award, along with any required certificates of insurance.

 _____ Authorized Signatory	VP _____ Title
Atrium Inc _____ Company Name	8/15/23 _____ Date
17113 Davey Rd, Lemont, IL 60439 _____ Company Address	
630-701-5100 _____ Telephone Number	_____ Federal Taxpayer I.D. Number
Katie@atriumlandscape.com _____ Email Address	_____ DUNS Number



**BID PART II  
CONTRACT ACKNOWLEDGMENT**

**DATE:**

Bid Form

**FROM:** Vendor Name Atrium Inc  
Address 17113 Davey rd  
Lemont, IL 60439

**TO:** City of Oakbrook Terrace

**RE: PROPOSAL/BID DESCRIPTION**  
Oakbrook Terrace – Landscaping Project  
Quotation #


Please be advised that we have carefully read the Exhibit "A", Service Provider Agreement enclosed in the package. We acknowledge that if we are ultimately awarded the contract, we will promptly execute an agreement containing identical terms and conditions. We understand that there will be no negotiation of the terms and conditions of the Agreement upon award.

*(Please note any contract exceptions in the space below or provide an attachment with appropriate signature. Type NONE if you do not have any exceptions.)*

**Note Exceptions:**

\* Planting Soil, topsoil, mulch, Erosion control  
blanket, staples

\* All quantities are per Bid Form, Not per  
plan

Signature:   
Name: Margarethe (Gretchen) Huber  
& Title: Estimator

APPENDIX A

# Bid Form

City of Oakbrook Terrace – Landscaping Project

Bidder Name: *Atrium Inc*

Date: *8/16/23*

Botanical Name	Common Name	Qty.	Size	Cond.	Spacing	Installed Unit Price	Total Cost
<b>Deciduous Tree</b>							
Amelanchier laevis	Allegheny Shadblow	14	6' clump	B&B	Varies	534.87	\$7,488
Betula nigra	River Birch	15	7' clump	B&B	Varies	532.44	\$7,987
Cornus alternifolia	Pagoda Dogwood	33	6' clump	B&B	Varies	505.26	\$16,674
Taxodium distichum	Bald Cypress	16	2"	B&B	Varies	505.26	\$8,084
	Subtotal	78				Subtotal	\$40,233
<b>Deciduous Shrub</b>							
Aesculus parviflora	Bottlebrush Buckeye	21	1 gal.	Cont.	4.5' o.c.	80.52	\$1,691
Amorpha fruticosa	Indigo Bush	19	1 gal.	Cont.	3.5' o.c.	56.79	\$1,079
Aronia arbutifolia	Red Chokeberry	130	1 gal.	Cont.	2.5' o.c.	44.96	\$5,845
Aronia melanocarpa	Black Chokeberry	110	1 gal.	Cont.	3.5' o.c.	44.96	\$4,946
Cornus racemosa	Gray Dogwood	114	1 gal.	Cont.	3.5' o.c.	36.68	\$4,181
Hydrangea arborescens	Smooth Hydrangea	102	1 gal.	Cont.	3.5' o.c.	41.41	\$4,224
Hypericum prolificum	Shrubby St. John's Wort	76	1 gal.	Cont.	2.5' o.c.	27.19	\$2,067
Physocarpus opulifolius	Ninebark	15	1 gal.	Cont.	4.5' o.c.	57.99	\$870
Rhus typhina	Staghorn Sumac	142	1 gal.	Cont.	4.5' o.c.	39.05	\$5,544
Ribes americanum	Wild Black Current	57	1 gal.	Cont.	4.5' o.c.	33.12	\$1,888
Sambucus nigra var. canadensis	Elderberry	89	1 gal.	Cont.	3.5' o.c.	34.30	\$3,053
	Subtotal	875				Subtotal	\$35,388
Interseeding, Native - w/ Fine grade		1	Acre			6,243	\$6,243
IDOT Class A RR3 Installation		50	CYDS			195.10	\$9,755
						Subtotal	\$15,998
						Total Cost	\$91,619

\* Please see proposal for additional notes

\* Some plantings will require substitution - see proposal



Ninety one thousand six hundred nineteen  
TOTAL WRITTEN COST: \$ 91,619

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SIGNED Manfred D. Weber

DATED 8/15/23

**Appendix B**

**Plans and Specifications**

**City of Oakbrook Terrace  
17W275 Butterfield Road  
Oakbrook Terrace, IL 60181**

**REQUEST FOR PROPOSAL**

**Title:** Oakbrook Terrace – Landscaping Project  
Request for Proposal for Tree and Shrub Planting, Native Seeding, and  
Riprap Installation

**Proposal Due Date and Time:** August 17, 2023 – 10:00 AM

Pre-Bid Meeting (Optional): August 9, 2023 - 10:00 AM

**Meeting Location:**

Kreml Park  
15563 MACARTHUR DR  
OAKBROOK TERR IL 60181

City of Oakbrook Terrace – Spring Road Tributary

See attached plans for site location map.

**Project Engineer:**

Christopher B. Burke Engineering, Ltd. (CBBEL)  
Project Manager: Jedd Anderson, Vice President  
Phone – Cell: 847-343-7818  
E-mail: [jedd@cbbel.com](mailto:jedd@cbbel.com)

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## INFORMATION AND INSTRUCTIONS TO BIDDERS

### Section 1

#### General Information to Bidders

##### Introduction:

Subject to the conditions set forth in this Request for Proposal, City of Oakbrook Terrace is requesting **sealed** Bids for the following project:

**Bid Name:** Request for Proposal – Drainage and Wetland Restoration

**Bid Deadline:** **August 17 - 10:00 AM**

**Pre-Bid Meeting (Optional):** **August 9, 2023 – 10:00 AM**

**Pre Bid Meeting Location:** **Meeting Location:  
Kreml Park  
1S563 MACARTHUR DR  
OAKBROOK TERR IL 60181**

**See attached plans for site location.**

**Submission of Bids to:** Jedd Anderson  
Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018  
Phone: 847-823-0500  
E-mail: [jedd@cbbel.com](mailto:jedd@cbbel.com)

**Owner's Representative:** Craig Ward, Director of Public Services  
Phone: 630-941-1651  
Email: [cward@oakbrookterrace.net](mailto:cward@oakbrookterrace.net)

Bidders may submit their Bids by US Mail, E-Mail, messenger, Fed Ex, or UPS. Electronic response to questions via email are appreciated in addition to hard copy Bids. ***Faxed Bids will not be accepted.***

Please direct design and project questions to:

**Project Manager:**

Jedd Anderson, Vice President  
Christopher B. Burke Engineering, Ltd. (CBBEL)

Phone – Cell: 847-343-7818

E-mail: [jedd@cbbel.com](mailto:jedd@cbbel.com)

**Project Description**

The proposed project includes installation of the installation of 78 trees and 875 shrubs for a total of 953 woody plantings. The project includes installation of up to 1 acre of native seeding via, “Interseeding” as defined by the IDOT Standard Specification. Project also includes installation of 50 cubic yards of IDOT Class A RR 3 riprap at locations defined by the engineer or owner (Jedd Anderson or Craig Ward)

The attached Plans, prepared by Christopher B. Burke Engineering, Ltd. (CBBEL) provide detailed project information.

**Bidders shall review the plans.**

**Completion Date**

**The Bidder/Contractor shall complete all installation, planting, seeding, final site cleanup, and withdraw from the site by November 3, 2023.**

**Definitions**

Except as otherwise specifically provided, definitions are set forth as follows:

***Request for Proposal (RFP)*** - Refers to the document named City of Oakbrook Terrace’s Request for Proposal for Drainage Repair and Wetland Restoration

***Addenda*** — Refers to the written or graphic instruments issued by the City of Oakbrook Terrace. Representative prior to the Bid Deadline, which modifies or interprets the RFP by additions, deletions, clarifications, or corrections.

***Bidder*** – Refers to the firm that is interested in and/or responds to the RFP.

***Bid*** - Refers to all documents that the Bidder must submit to the City of Oakbrook Terrace. Representative prior to the Bid Deadline.

***Bid Deadline*** - Refers to the time and date indicated in the RFP as the latest date and time that a Bid will be accepted.

**Contract** – Refers to the final agreement reached between the successful Bidder and City of Oakbrook Terrace.

**Contractor** - The term Contractor shall mean the successful Bidder awarded the Contract.

**Subcontractor** — The term Subcontractor shall mean any individual, company, or corporation to whom the Contractor assigns any part of the Contract.

### **Code of Conduct and Fair Competition**

The Bidder shall notify City of Oakbrook Terrace Representatives in writing of any possible conflict of interest as set forth below. City of Oakbrook Terrace. will investigate the matter and determine if an actual conflict of interest exists.

A conflict of interest arises when a City of Oakbrook Terrace employee, officer or agent involved in the RFP process or Contract has a financial or any other interest in a Bidder. If a conflict of interest exists, the Bidder may not submit a Bid.

City of Oakbrook Terrace reserves the right to cancel the award if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Bidder. City of Oakbrook Terrace’s determination regarding any questions of conflict of interest shall be final.

### **Compliance with Federal, State and Local Laws**

Bidder warrants in submitting a Bid and in the performance of an award as a result of the Bid, that Bidder has complied with, or will comply with, all applicable federal, state, and local laws, ordinances and all lawful orders, rules and regulations hereunder. The Bidder, by submitting the Bid or performance that results from an award by City of Oakbrook Terrace, agrees not to discriminate against any employee or applicant based on an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) and disability, and otherwise as required or permitted by law. Bidder further agrees that any sub-contract will contain a provision requiring non-discrimination in employment as specified above. Any breach of this provision may be regarded as material breach of contract and cause for cancellation.

### **Limitation of Liability**

City of Oakbrook Terrace makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, timely, or that such information accurately represents the conditions that would be encountered in pursuing the work or at the site(s) of



work now or in the future. The furnishing of such information by City of Oakbrook Terrace shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its Bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold City of Oakbrook Terrace liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of City of Oakbrook Terrace, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Request for Bid and that it shall not hold City of Oakbrook Terrace liable or responsible therefore in any manner whatsoever.

Neither the Trustees of City of Oakbrook Terrace, nor any officer, agent, or employee thereof shall be charged personally with any liability by a Bidder or another or held liable to a Bidder or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a response hereto or otherwise.

### **Bidders Information**

1. It is the responsibility of all project bidders to review all bid documents to ascertain their effect on each bid.
2. It is the responsibility of all project bidders to carefully examine the project site and fully inform himself/herself with the limitations and conditions related to the work covered by his/her bid and shall include in his/her bid a sum to cover the cost of all such items. It is the purpose and intent of the contract documents that a fully complete job be accomplished. It is the responsibility of each bidder to include all costs necessary to provide all labor, materials and equipment for the portion of the work bid upon, including incidentals, whether or not specifically called for in the project plans and specifications. Each bidder by making his/her bid represents that he/she has read and understands the bid documents and represents that he/she has visited the site and has familiarized himself/herself with all the conditions under which the work is to be performed. Site access is the sole responsibility of the Contractor. Areas disturbed as part of access to any portion of the project should be properly stabilized and restored to existing conditions. This restoration should be considered incidental to the contract.
3. It is the responsibility of all bidders to contact all utility companies and public and/or private agencies to become familiar with the specific locations of all existing utilities and systems that will affect the work. The successful bidder shall protect all such systems and utilities, including all other improvements which may exist within or adjacent to the work area during the prosecution of the work. All existing improvements, utilities and systems that may be damaged during construction shall be repaired and/or replaced to a condition at least equal to that prior to such damage at no additional expense to the Board. All such companies shall be notified prior to commencement of the work in order that all such lines be located and identified by the affected companies.
4. All inquiries as to the documents, interpretations, substitutions, conflicts, discrepancies,

omissions, and questions shall be referred to the Engineer, representative of the Board, who in turn will refer same to the Board.

5. All bidders in doubt as to the true meaning of any part of the project documents shall submit to the Project Engineer, by March 19, 2021, a written request for interpretation and clarification.
6. Bidders are responsible for acquiring all issued addenda in time to incorporate them into their bid. Each bidder shall enumerate all addenda he/she has received in his/her bid.
7. Bidders/Contractors shall understand the requirements and obligations contained in the issued site development permits.
8. City of Oakbrook Terrace and Christopher B. Burke Engineering, Ltd. shall not be deemed to have any control over Contractor's operations or any activities on the jobsite and is in no way responsible for job site safety.

#### **Qualifications of Bidder**

Bidder must possess the ability to perform successfully under the terms and conditions set forth in the RFP. Consideration shall be given to such matters as Bidder integrity; record of past performance; and financial and technical resources.

The Project Engineer shall make such investigations, as deemed necessary, to determine the ability of a Bidder to provide the specified equipment and perform the services requested.

City of Oakbrook Terrace reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy City of Oakbrook Terrace that said Bidder is properly qualified to carry out the obligations of the Contract/project.

## **Section 2 Submission of Bids**

### **Preparation of Bid**

Bidders must fill out the attached **Bid Form** (Appendix A) to allow for an equivalency comparison of Bids received.

By submission of its Bid, the Bidder agrees that the Bid is predicated upon the acceptance of all the terms and conditions stated in the Request for Proposal, unless specifically excluded by the Bidder in its Bid. Part or all the RFP and the successful Bid may be incorporated into the Contract.

Bidders shall furnish the information and documents required by the RFP. Failure to submit all required information may deem a Bid as non-responsive. All costs associated with the Contract must be stated in US currency. By submitting a Bid, Bidder certifies that the prices proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or competitor. Bidders are cautioned to write all descriptions and prices clearly so there is no doubt as to the intent and scope of the Bid.

A person who is legally authorized to bind Bidder to a Contract shall sign the Bid. A Bid submitted by an agent shall have a current Power of Attorney attached, which evidences the agent's authority to bind Bidder. The person signing the Bid shall initial erasures or other changes.

Unnecessarily elaborate Bids beyond what is sufficient to present a complete and effective Bid are not desired and may be construed as an indication of the Bidder's lack of cost consciousness. Elaborate artwork, expensive paper and bindings are neither necessary nor desired. The cost incurred for the preparation of the Bid is the sole responsibility of the Bidder. City of Oakbrook Terrace does not assume any liability for any pre-contract activity and/or cost incurred by Bidders responding to this RFP.

Bid information is not considered confidential or proprietary. Trade secrets and other proprietary data contained in Bids may be held confidential if the Bidder requests, in writing, that City of Oakbrook Terrace does so, and if City of Oakbrook Terrace agrees, in writing, to do so. Material considered confidential by the Bidder must be clearly identified. Such confidential/proprietary information must be easily separable from the non-confidential sections of the Bid. Marking the entire Bid as proprietary will be neither accepted nor honored. Notwithstanding any of the foregoing, City of Oakbrook Terrace reserves the right to use any of the ideas presented in any reply, Bid, discussion, negotiations, or presentation related to the RFP.

If a Bidder intends to use subcontractor(s), the Bidder must identify in its Bid the names of the subcontractors and the portions of the work the subcontractors will perform.



## **Communications Regarding the RFP**

**Requests for clarification and interpretations of the RFP must be made in writing or email during the period of August 9, 2023 to August 17, 2021.** All questions regarding the RFP shall be directed to the Project Engineer. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP. The Project Engineer will make that decision.

The Project Engineer shall make clarifications, interpretations, corrections, and changes to the RFP by written Addenda as specified below. **Questions will not be answered, and clarification will not be given after August 16, 2023 (3:00 pm).**

### **Addenda to RFP**

Addenda to the RFP will be issued in writing and will be communicated to all Bidders by e-mail and shall become part of the RFP. If the RFP is amended, all terms and conditions that are not modified by the Addenda remain unchanged and in effect as written. If an addendum is issued after Bids have been received and/or after a short list has been developed, the addendum may be provided only to those who submitted Bids or only to those on the short list, in the sole discretion of the Project Engineer.

Each Bidder shall be responsible for making sure it has received all issued Addenda prior to submitting a Bid. **Addenda may be issued through August 15, 2023 3:00 pm.**

City of Oakbrook Terrace and the Project Engineer reserve the right to change the RFP schedule and to issue addenda. City of Oakbrook Terrace also reserves the right to cancel, reissue, or to make corrections or amendments to the RFP due to errors or changes identified by City of Oakbrook Terrace/Project Engineer or suggested by a Bidder, and to otherwise modify the terms of the RFP at any time in its sole discretion.

### **Submission of Bids**

Bids are to be received in the designated office on or before the date and time specified as the Bid Deadline in the RFP. **Oral, telephone or telegraph, or facsimile Bids will not be considered.** If a Bid is sent by mail, Bidder assumes full responsibility in assuring that its Bid is received by the Bid Deadline.

**Paper Copy Bids** shall be submitted in a sealed envelope or package as follows:

- 1 Addressed to the address specified on the cover page of this RFP,
- 2 Show the Bid Name, **“Proposal for Drainage and Wetland Restoration”**
- 3 Give the Bidder’s name, primary contacts address, and

4 Show the date and time of the Bid Deadline as specified in this RFP.

**E-mails Bids** shall be submitted as a PDF Document to the Project Engineer ([jedd@cbbel.com](mailto:jedd@cbbel.com)).

City of Oakbrook Terrace, or any City of Oakbrook Terrace proxies, representatives, officers, or employees, will not be held responsible for the pre-opening of, post-opening of, or the failure to open a Bid not properly addressed and identified.

### **Alternate or Substitute Bids**

Bidders may submit more than one Bid. Alternate or substitute Bids must comply with the terms and conditions of the RFP and must contain all required documents as specified in the RFP.

City of Oakbrook Terrace is seeking Bids that meet its **minimum** requirements as outlined in the Scope of Work. If more than one method of meeting these requirements is proposed, each should be labeled primary, secondary, etc., submitted separately, and they will be evaluated in the specific priorities.

### **Late Submissions, Modifications, and Withdrawals of Bids**

*Late Bids:* Bids received after the specified Bid Deadline will not be considered and paper copy submittals shall be returned to the Bidder unopened.

*Bid Modifications:* Prior to the Bid Deadline, a submitted Bid may be modified by written notice, signed by a duly authorized person on behalf of the Bidder, to the Project Engineer. The written notice shall be worded as not to reveal the amount of the original Bid.

Bid Modifications must contain all required documents as specified in the RFP. Failure to submit all required information can deem the Bid Modification as non-compliant and the contents of the Bid Modification will not be considered.

A previously submitted Bid will not be returned, unless written notice, signed by a duly authorized person, from the Bidding Company is received by the Project Engineer.

*Bid Withdrawal Notifications:* Prior to the Bid Deadline, a submitted Bid may be withdrawn by written notice to the Project Engineer up until the Bid Deadline. Written requests to withdraw must be signed by a duly authorized person on behalf of the Bidder and shall not reveal the amount of the Bid. Bids may not be modified or withdrawn after the Bid Deadline.

A withdrawn Bid may be resubmitted prior to the Bid Deadline. All resubmitted Bids must fully comply with the RFP. The Project Engineer will only consider the latest version of the Bid.

### **Section 3 Evaluation of Bids**

#### **Opening of Bids:**

The assigned Project Engineer will not accept Bids after the specified date and time. Bid services and pricing will not be publicly announced. Bids will be reviewed and evaluated by the City of Oakbrook Terrace and Project Engineer. At any time, and from time to time after the opening of the Bids, City of Oakbrook Terrace or Project Engineer may give oral or written notice to one or more Bidders to furnish additional information relating to its Bid and/or qualifications to perform the services contained in the RFP, or to meet with designated representatives of City of Oakbrook Terrace. The giving of such notice shall not be construed as an acceptance of a Bidder's Bid.

All materials submitted in response to this RFP become the property of City of Oakbrook Terrace and the Project Engineer. Selection or rejection of a response does not affect this right. All copyright of materials produced under any contract or subcontract awarded because of this RFP shall be retained by City of Oakbrook Terrace. All forms of documents and data generated because of this contract are owned by and shall be delivered to City of Oakbrook Terrace at the direction of the City of Oakbrook Terrace Representative. During the period of performance, the information may not be disclosed by the Bidder to third parties, except as expressly provided in the Contract, without the written permission of the City of Oakbrook Terrace or Project Engineer.

#### **Postponement of Bid Opening**

If an emergency or unanticipated event (i.e. Pandemic) interrupts normal business processes to cause the postponement of the scheduled Bid opening or the issuance of an addenda, the Project Engineer will issue, in writing, to all Bidders, the new timeline and process.

#### **Bid Evaluation and Selection Criteria**

##### **General Comments**

City of Oakbrook Terrace requests proposals from qualified firms to provide at a minimum the following Services.

The proposed project includes installation of the installation of 78 trees and 875 shrubs for a total of 953 woody plantings. The project includes installation of up to 1 acre of native seeding via, "Interseeding" as defined by the IDOT Standard Specification. Project also includes installation of 50 cubic yards of IDOT Class A RR 3 riprap at locations defined by the engineer or owner (Jedd Anderson or Craig Ward).

The project is being implemented by the City of Oakbrook Terrace. Additional information on the project is provided throughout this permit submittal.



## Evaluation Criteria

City of Oakbrook Terrace or the Project Engineer may use a variety of procedures and techniques in evaluating Bids and Bidders, including, but not limited to, creating a short list of Bidders, using upset levels, banding, comparative pairing, and price conversion techniques, requesting Best and Final Offers, conducting discussions, oral interviews and presentations, site visits, and negotiations, checking references, determining financial capability, and performing reevaluations of Bids as necessary. Through use of any procedure or technique, City of Oakbrook Terrace may limit the number of Bids to one or more that it will continue to consider. City of Oakbrook Terrace reserves the right to reject any Bid that does not meet prerequisites or minimum requirements or which scores below average on any of the criteria.

## Selection

City of Oakbrook Terrace reserves the right to make an award without further discussion of the Bids submitted; there may be no best and final offer procedure. Interviews and negotiations may be conducted with one or more of the Bidders, but there shall be no obligation to receive further information from any Bidder. Therefore, each initial offer should contain the Bidder's best terms from a cost or price, service, and technical standpoint.

City of Oakbrook Terrace may consult references familiar with the Bidder regarding its prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a Bid shall constitute permission for City of Oakbrook Terrace to make such inquiries, and authorization to third parties to respond thereto.

City of Oakbrook Terrace may elect to initiate contract negotiations with one or more Bidders including negotiation of costs/price(s) and any other issues or terms and conditions, including modifying any requirement in the RFP. The option of whether to initiate contract negotiations rests solely with City of Oakbrook Terrace. No Bidder shall have any rights against City of Oakbrook Terrace arising from such negotiations. The Bidders will be responsible for their travel and per diem expenses, required for any presentations, discussions, and/or negotiations.

City of Oakbrook Terrace reserves the right to award the Contract to a supplier other than the Bidder presenting the lowest price. The Contract resulting from this solicitation will be awarded to the Bidder(s) whose Bid(s) City of Oakbrook Terrace believes will be the most advantageous to City of Oakbrook Terrace. The release of the RFP does not compel City of Oakbrook Terrace to purchase or to make an award. City of Oakbrook Terrace shall not be obligated in any manner to any Bidder whatsoever until a written Contract has been duly executed relating to an approved Bid.

City of Oakbrook Terrace reserves the right to award multiple contracts for the products, work and/or services that are the subject matter of this Bid and Bidder(s) are hereby given notice that they may not be City of Oakbrook Terrace's only Contractor or Bidder for such products, work

and/or services.

As a result of the selection of a Bidder to supply products and/or services to City of Oakbrook Terrace. City of Oakbrook Terrace is neither endorsing nor suggesting that the Bidder's product or service is the best or only solution. The Bidder agrees to make no reference to City of Oakbrook Terrace in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of City of Oakbrook Terrace.

The selected Bidder(s) will enter a Contract with City of Oakbrook Terrace which is substantially the same as the contract language included with this RFP. In no event is a Bidder to submit its own standard contract terms and conditions as a response to this RFP. If a Bidder objects to any of the provisions of City of Oakbrook Terrace's standard contract, it must identify in the Bid any clauses which are unacceptable and the reasons or problems and propose alternatives. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract.

#### **Rejection of Bids**

City of Oakbrook Terrace has the right to reject any Bid for any reason.

#### **Notification of Award**

The City of Oakbrook Terrace Representative will issue "Notification of Award" letter(s) once a selection has been made.

**BID PART I - BIDDER'S DECLARATION**

This Bid is in response to City of Oakbrook Terrace’s request for a Bid (“RFP”) for Request for Proposal for Drainage and Wetland Restoration.

This Bid consists of:

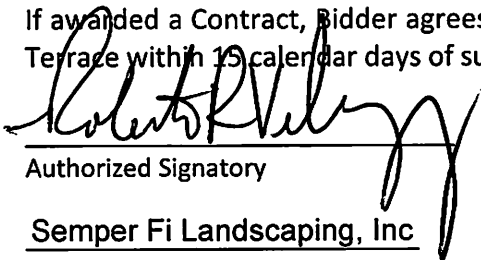
- Information & Instructions for Bidders
- Bid Part I - Bidder’s Declaration
- Bid Part II - Contract Acknowledgement - Exceptions to City of Oakbrook Terrace Terms & Conditions Appendix A
- Appendix B

Bidder agrees to perform in accordance with all provisions of the RFP documents and any addenda thereto, except as may be specifically stated in this Bid, at the prices set forth herein.

Bidder agrees that this Bid is a firm offer to City of Oakbrook Terrace which cannot be withdrawn for 120 days from and after the Bid due date.

Bidder certifies that it has thoroughly examined and fully understands all of the provisions of the RFP and the conditions of the contract documents attached thereto, as well as any addenda issued prior to the due date; that it has carefully reviewed and fully supports the accuracy of its Bid; has satisfied itself as to the nature and location of all work, the technical, general, and local conditions to be encountered in the performance of any work, the requirements of the Contract and all other matters which may in any way affect performance or the cost thereof; and that City of Oakbrook Terrace shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

If awarded a Contract, Bidder agrees to execute the Contract and deliver it to City of Oakbrook Terrace within 15 calendar days of such award, along with any required certificates of insurance.



Authorized Signatory

Semper Fi Landscaping, Inc

Company Name

1215 Deer Street Yorkville, IL 60560

Company Address

630-518-8484

Telephone Number

robert@semperfi.land

Email Address

President

Title

8/17/2023

Date

83-4607098

Federal Taxpayer I.D. Number

185279267

DUNS Number

**BID PART II  
CONTRACT ACKNOWLEDGMENT**

**DATE:** 08/17/2023

**FROM:** Vendor Name Semper Fi Landscaping, Inc  
Address 1215 Deer Street  
Yorkville, IL 60560

**TO:** City of Oakbrook Terrace

**RE: PROPOSAL/BID DESCRIPTION**  
Oakbrook Terrace – Landscaping Project  
Quotation # \_\_\_\_\_

Please be advised that we have carefully read the Exhibit "A", Service Provider Agreement enclosed in the package. We acknowledge that if we are ultimately awarded the contract, we will promptly execute an agreement containing identical terms and conditions. We understand that there will be no negotiation of the terms and conditions of the Agreement upon award.

*(Please note any contract exceptions in the space below or provide an attachment with appropriate signature. Type NONE if you do not have any exceptions.)*

**Note Exceptions:**

NONE

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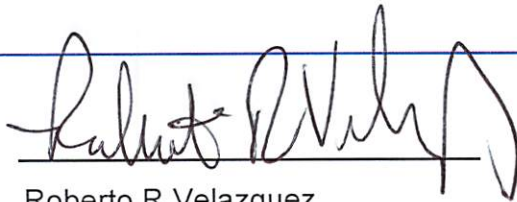
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Signature:



Name:

Roberto R Velazquez

& Title:

President



APPENDIX A

# Bid Form

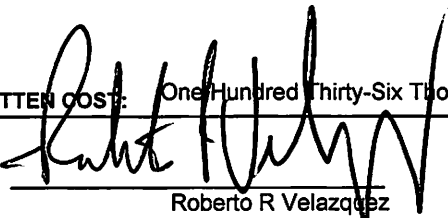
City of Oakbrook Terrace - Landscaping Project

Bidder Name:

Date:

Botanical Name	Common Name	Qty.	Size	Cond.	Spacing	Installed Unit Price	Total Cost
<b>Deciduous Tree</b>							
Amelanchier laevis	Allegheny Shadblow	14	6' clump	B&B	Varies	\$677.77	\$9,488.78
Betula nigra	River Birch	15	7' clump	B&B	Varies	\$677.77	\$10,166.55
Cornu alternifolia	Pagoda Dogwood	33	6' clump	B&B	Varies	\$677.77	\$22,366.41
Taxodium distichum	Bald Cypress	16	2"	B&B	Varies	\$677.77	\$10,844.32
	<b>Subtotal</b>	<b>78</b>				<b>Subtotal</b>	<b>\$52,866.06</b>
<b>Deciduous Shrub</b>							
Aesculus parviflora	Bottlebrush Buckeye	21	1 gal.	Cont.	4.5' o.c.	\$77.00	\$1,617.00
Amorpha fruticosa	Indigo Bush	19	1 gal.	Cont.	3.5' o.c.	\$77.00	\$1,463.00
Aronia arbutifolia	Red Chokeberry	130	1 gal.	Cont.	2.5' o.c.	\$77.00	\$10,010.00
Aronia melanocarpa	Black Chokeberry	110	1 gal.	Cont.	3.5' o.c.	\$77.00	\$8,470.00
Cornus racemosa	Gray Dogwood	114	1 gal.	Cont.	3.5' o.c.	\$77.00	\$8,778.00
Hydrangea arborescens	Smooth Hydrangea	102	1 gal.	Cont.	3.5' o.c.	\$77.00	\$7,854.00
Hypericum prolificum	Shrubby St. John's Wort	76	1 gal.	Cont.	2.5' o.c.	\$77.00	\$5,852.00
Physocarpus opulifolius	Ninebark	15	1 gal.	Cont.	4.5' o.c.	\$77.00	\$1,155.00
Rhus typhina	Staghorn Sumac	142	1 gal.	Cont.	4.5' o.c.	\$77.00	\$10,934.00
Ribes americanum	Wild Black Current	57	1 gal.	Cont.	4.5' o.c.	\$77.00	\$4,389.00
Sambucus nigra var. canadensis	Elderberry	89	1 gal.	Cont.	3.5' o.c.	\$77.00	\$6,853.00
	<b>Subtotal</b>	<b>875</b>				<b>Subtotal</b>	<b>\$67,375.00</b>
<b>Interseeding, Native</b>							
		1	Acre			\$5,259.00	\$5,259.00
<b>IDOT Class A RR3 Installation</b>							
		50	CYDS			\$213.00	\$10,650.00
						<b>Subtotal</b>	<b>\$15,909.00</b>
						<b>Total Cost</b>	<b>\$136,150.06</b>

TOTAL WRITTEN COST: One Hundred Thirty-Six Thousand One Hundred Fifty and 06/00 dollars

SIGNED   
Roberto R Velazquez

DATED 8/17/2023

**Appendix B**

**Plans and Specifications**