



August 30<sup>th</sup>, 2016

Rob Sproule  
Urban Forestry Superintendent  
Department of Public Works  
Village of Oak Park  
201 South Boulevard  
Oak Park, IL 60302

Rob,

Please be advised that as of September 1, 2016, Sterling Tree Solutions LLC of Phoenix, IL has assigned municipal contract #15-100: Parkway Tree Removal; previously being performed by Sterling Tree Solutions to Davis Tree and Landscape, Inc. of Forest Park, IL. This contract was originally assigned to Sterling Tree Solutions on November 18, 2015 (see attached).

Davis Tree Care and Landscape, Inc. has agreed to fulfill all obligations, meet all deadlines, and satisfy all bonding and insurance requirements as set forth in the original contract documentation. Davis Tree Care, Inc. has retained all employees and the ability to perform both regularly scheduled contract and emergency work. All payments and correspondence should be addressed to the 7459 Franklin Street, Forest Park, IL 60130 address. The main office number of 708-771-8500, and primary email address of [davistreecare@gmail.com](mailto:davistreecare@gmail.com) also remain unchanged. Davis Tree Care will provide proof of insurance as required by the Village as well as a new performance bond according to the contract obligations.

Thank You,

Carter Sterling  
Sterling Tree Solutions  
501 E 151<sup>st</sup> Street  
Phoenix, IL 60426



August 30, 2016

Rob Sproule  
Urban Forestry Superintendent  
Department of Public Works  
Village of Oak Park  
201 South Boulevard  
Oak Park, IL 60302

Rob,

Please be advised that as of September 1, 2016, **Davis Tree Care, Inc.** of Forest Park, IL has accepted the assignment by **Sterling Tree Solutions, LLC** of the municipal contract #15-100: Parkway Tree Removal: previously being performed by **Sterling Tree Solutions, LLC** of Phoenix, IL. This contract was originally assigned to Sterling Tree Solutions on November 18, 2015 (see attached).

Davis Tree Care, Inc. will fulfill all obligations, meet all deadlines, and satisfy all bonding and insurance requirements as set forth in the original contract documentation. Davis Tree Care, Inc. has retained all employees and the ability to perform both regularly scheduled contract and emergency work. All payments and correspondence should be addressed to the 7459 Franklin Street, Forest Park, IL 60130 address. The main office number of 708-771-8500, and primary email address of, [davistreecare@gmail.com](mailto:davistreecare@gmail.com) also remain unchanged. Davis Tree Care will provide proof of insurance as required by the Village as well as a new performance bond according to the contract obligations.

Thank You,

Robert Davis  
Davis Tree Care and Landscape, Inc.  
7459 Franklin Street  
Forest Park, IL 60130

**ANNUAL PERFORMANCE AND PAYMENT BOND**

Bond No. 404019839

**KNOW ALL MEN BY THESE PRESENTS**, that we, Davis Tree Care, Inc.

7459 Franklin Street, Forest Park, IL 60130, as

Principal, and The Ohio Casualty Insurance Company, licensed to do business in the State of  
IL, as Surety, are held and firmly bound unto Village of Oak Park

201 South Boulevard, Oak Park, IL 60302

(Obligee), in the penal sum of Twenty Five Thousand Dollars and 00/100

Dollars (\$25,000.00),

lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee the 25th day of January, 2016, for Village of Oak Park Tree Removal Contract #15-102 and Village of Oak Park Tree

Trimming Contract #15-101. and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

**NOW, THEREFORE**, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to terms, stipulations or conditions thereof, and shall pay for all labor performed and materials furnished in the prosecution of the work provided for under the terms of said Contract, then this obligation shall become null and void, otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, This bond is executed by the Surety and accepted by the Obligee subject to the following express conditions:

1. This bond is for the term beginning August 3, 2016 and ending December 31, 2016.
2. In the event of a default by the Principal in the performance of the Agreement during the term of this bond, the Surety shall be liable only for payment of the loss to the Obligee due to actual excess costs of performance, reasonable attorney's fees and enforcement costs, which occurred during the effective period of the bond, up to the maximum penalty of this bond.
3. No claim, action, suit, or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Neither non-renewal or cancellation by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.
5. This bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
7. This bond may be canceled by the Surety at any time provided notice is sent to the Obligee by Certified Mail at least sixty (60) days prior to the effective date of such cancellation.

Signed and sealed this 5th day of August, 2016.

Davis Tree Care, Inc.  
Principal

By: [Signature]

[Signature]  
Witness

The Ohio Casualty Insurance Company  
Surety

By: [Signature]  
Rene' Roulo Attorney-in-fact



Witness See Attached Jurat

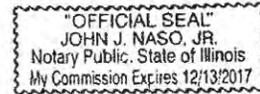
STATE OF ILLINOIS  
COUNTY OF COOK

I, **John J. Naso Jr.**, a Notary Public in and for the state and county aforesaid, do hereby certify that **Rene' Roulo** of **Orland Park, Illinois** who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as **Attorney-in-Fact** of the **The Ohio Casualty Insurance Company,** and as the free and voluntary act of the **The Ohio Casualty Insurance Company,** for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of August, A.D. 2016.

My commission expires December 13, 2017  
NOTARIAL JURAT

  
\_\_\_\_\_  
Notary Public



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7257735

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John J. Naso, Jr.; Pamela S. Higginbotham; Rene Roulo

all of the city of ORLAND PARK, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of February, 2016.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of February, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of August, 20 16.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# GENERAL SURETY RIDER

To be attached and form a part of

Type of Bond: Class B

Bond No. : 404019839

Dated effective: 8/3/2016  
(MONTH, DAY, YEAR)

executed by: Davis Tree Care, Inc., as Principal,  
(PRINCIPAL)

and by: The Ohio Casualty Insurance Company, as Surety,  
(SURETY)

and in favor of : Village of Oak Park.  
(OBLIGEE)

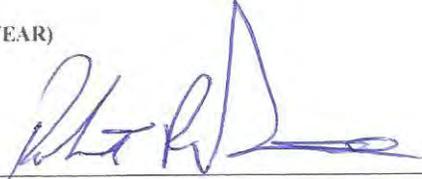
In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

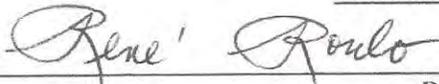
INFORMATION	FROM	TO
Description	Village of Oak Park Tree Removal Contract #15-102 and Village of Oak Park Tree Trimming Contract #15-101.	Village of Oak Park Parkway Tree Removal Contract #15-100

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 8/3/2016  
(MONTH, DAY, YEAR)

Signed and Sealed 9/8/2016  
(MONTH, DAY, YEAR)

BY:  Davis Tree Care, Inc.  
PRINCIPAL  
President  
TITLE

BY:  The Ohio Casualty Insurance Company  
SURETY  
Rene' Roulo, ATTORNEY-IN-FACT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/29/2016

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

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

<b>PRODUCER</b> 1-800-851-7740 Florists' Mutual Insurance Company/Hortica, Florists' Insurance Services Inc P O Box 428 1 Horticultural Lane Edwardsville, IL 62025 Kurt Penn	<b>CONTACT NAME:</b> Jackie Brooks (Account# 226642) <b>PHONE (A/C, No, Ext):</b> 800-851-7740 x1965 <b>FAX (A/C, No):</b> 866-819-9256 <b>E-MAIL ADDRESS:</b> jbrooks@hortica.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A: FLORISTS MUT INS CO	
NAIC # 13978	
<b>INSURED</b>	
Davis Tree Care & Landscape Inc	
7459 Franklin Street	
Forest Park, IL 60130	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 47246950

REVISION NUMBER:

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

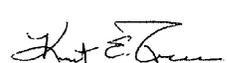
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		BP 13341	06/30/16	06/30/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		FMA 009261	06/30/16	06/30/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Pesticide/Herbicide</b> <b>Applicator Coverage</b>		BP 13341	06/30/16	06/30/17	Per Occurrence 1,000,000 Aggregate 2,000,000

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

Village of Oak Park its officers, employees, agents and volunteers as their interests may appear per attached form L 2032 (07/12).

Re: Permit

**CERTIFICATE HOLDER****CANCELLATION**

Village of Oak Park  123 Madison  Oak Park, IL 60302  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER THAN CONTRACTORS BLANKET ADDITIONAL INSURED –  
WHEN REQUIRED BY WRITTEN CONTRACT**

**MISCELLANEOUS AND VENDOR - PRIMARY & NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE (optional - see paragraph B.)**

Name Of Additional Insured Person(s) Or Organization(s) Or Vendor(s) required by "written contract":	Your Products per the Vendor's "written contract":

**A. ADDITIONAL INSUREDS – MISCELLANEOUS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) described in paragraphs 1. through 9. below whom you are required by "written contract" to add as an additional insured to this Coverage Part.

**1. LESSOR OF LEASED EQUIPMENT**

A lessor from whom you lease equipment. Such lessor of leased equipment is insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such lessor. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**2. OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED**

An owner or other interest from whom land has been leased by you. Such owner or other interest is insured only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you. This insurance does not apply to:  
**(a)** Any "occurrence" which takes place after you cease to lease that land;  
**(b)** Structural alterations, new construction or demolition operations performed by or on behalf of such owner or other interest.

**3. MANAGER(S) OR LESSOR(S) OF PREMISES**

A manager or lessor of premises leased to you.

Such manager or lessor is insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such manager(s) or lessor(s).

**4. MORTGAGEE, ASSIGNEE OR RECEIVER**

A mortgagee, assignee or receiver of premises owned, maintained or used by you.

Such mortgagee, assignee or receiver is insured only with respect to liability arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such mortgagee, assignee or receiver.

**5. CONTROLLING INTEREST**

A person or organization with a controlling interest in you.

Such person or organization is insured only with respect to liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**6. CO-OWNER OF INSURED PREMISES**

A co-owner in property co-owned by you and to which this insurance applies.

Such co-owner is insured only with respect to their liability as co-owner of such premises.

**7. EXECUTORS, ADMINISTRATORS, TRUSTEES OR BENEFICIARIES**

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

**8. STATE, GOVERNMENTAL OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS**

Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization to you, subject to the following additional provisions:

- (a) This insurance applies only with respect to operations performed by you or on

your behalf for which the state or governmental agency or political subdivision has issued a permit.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

**9. STATE, GOVERNMENTAL OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization to you, subject to the following additional provisions:

- (a) Premises you own, rent or control and to which this insurance applies. This insurance applies only with respect to following hazards:

- i. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- ii. The construction, erection or removal of elevators; or
- iii. The ownership, maintenance or use of any elevators covered by this insurance.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

**B.** Coverage provided to such additional insured(s) is limited as follows:

1. The "written contract" requirement for additional insured status is automatically fulfilled for any additional insured shown in the Schedule above.
2. The insurance afforded to such additional Insured(s) only applies to the extent permitted by law.
3. Coverage will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for the additional insured.
4. Coverage does not apply to any person(s) or organization(s) covered as an additional insured on any other endorsement attached to this Coverage Part.

5. Coverage provided to an additional insured described in paragraph **A.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

6. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (a) Required by the "written contract"; or
- (b) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### C. ADDITIONAL INSURED – VENDORS

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) (referred to throughout paragraph **C.** as vendor) when you and such vendor have agreed in a "written contract" that such vendor be added as an additional insured on this Coverage Part.

Such vendor is insured only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However, coverage to such vendor(s) is limited as follows:

1. The "written contract" requirement for additional insured status is automatically fulfilled for any vendor shown in the Schedule above.
2. The insurance afforded to such vendor only applies to the extent permitted by law.
3. Coverage afforded to such vendor will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for such vendor.
4. Coverage does not apply to any vendor(s) covered as an additional insured on any other endorsement attached to this Coverage Part.
5. Coverage provided to such vendor does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

6. With respect to the insurance afforded to these vendor(s), the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of such vendor is the amount of insurance:

- (a) Required by the "written contract"; or
  - (b) Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

7. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - i. The exceptions contained in Subparagraphs (d) or (f); or
  - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

8. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**D. ADDITIONAL INSURED – EXCLUSION**

With respect to the insurance afforded to the additional insureds described in paragraphs **A.** and **C.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured.

**E. ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE is amended for the additional insureds described in paragraphs **A.** and **C.** by the addition of the following, superseding any provision to the contrary:

If required by "written contract", this insurance is primary to and will not seek contribution from any other insurance maintained by an additional insured under your policy if the additional insured is a Named Insured under such other insurance.

**F. ADDITIONAL INSURED - DUTIES**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended to add the following conditions for the additional insured(s) described in paragraphs **A.** and **C.**:

An additional insured under this endorsement will as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance.
2. Provide us any written documentation which triggered automatic additional insured status or waiver of recovery rights.
3. Provide us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim or suit".

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

**H. ADDITIONAL INSURED – DEFINITIONS:**

SECTION V – DEFINITIONS is amended for this endorsement by the addition of the following:

"Written contract" means a written contract or written agreement that requires you to make the person(s) or organization(s) described in paragraphs **A.** and **C.** of this endorsement an additional insured on this Coverage Part, provided the "written contract":

1. Is effective during the term of this Coverage Part;
2. Was signed by you prior to the "bodily injury", "property damage" or "personal and advertising injury" offense applicable to this Coverage Part; and.
3. Pertains to the contractual relationships described in Paragraphs **A.** and **C.** of this endorsement.

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JESSE WHITE  
SECRETARY OF STATE



### CORPORATION FILE DETAIL REPORT

File Number	60503605		
Entity Name	DAVIS TREE CARE AND LANDSCAPE, INCORPORATED		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	05/19/1999	State	ILLINOIS
Agent Name	ROBERT R DAVIS	Agent Change Date	04/29/2008
Agent Street Address	7741 MONROE	President Name & Address	ROBERT R DAVIS 7741 MONROE FOREST PARK 60130
Agent City	FOREST PARK	Secretary Name & Address	
Agent Zip	60130	Duration Date	PERPETUAL
Annual Report Filing Date	06/14/2016	For Year	2016

[Return to the Search Screen](#)

Purchase Certificate of Good Standing

(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

ORIGINAL

RES 16-053\_Y\_011916

RESOLUTION

**A RESOLUTION APPROVING THE ASSIGNMENT OF THE INDEPENDENT CONTRACTOR AGREEMENT FOR PARKWAY TREE REMOVAL TO STERLING TREE SOLUTIONS, LLC AND RENEWAL OF THE AGREEMENT FOR 2016 IN AN AMOUNT NOT TO EXCEED \$240,000.00**

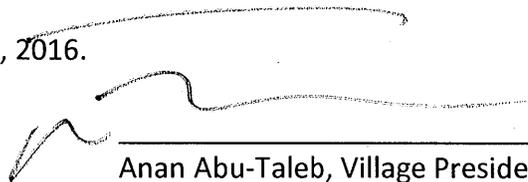
BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the assignment of the Independent Contractor Agreement with Davis Tree Care and Landscape, Inc. (~~"Agreement") to Sterling Tree Solutions, LLC is approved and Village Manager is authorized to~~ execute the Assignment in substantially the form attached and the Agreement is renewed for a second year for the 2016 Parkway Tree Removal Program pursuant to the terms of the Agreement in an amount not to exceed \$240,000.00.

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

ADOPTED this 19<sup>th</sup> day of January, 2016, pursuant to a roll call vote as follows:

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

APPROVED this 19<sup>th</sup> day of January, 2016.

  
Anan Abu-Taleb, Village President

ATTEST

  
Teresa Powell, Village Clerk

**ASSIGNMENT OF AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE VILLAGE OF OAK PARK AND DAVIS TREE CARE AND LANDSCAPE,  
INCORPORATED TO STERLING TREE SOLUTIONS LLC**

**THIS ASSIGNMENT OF THE INDEPENDENT CONTRACTOR AGREEMENT** between the Village of Oak Park ("Village"), an Illinois home rule municipal corporation, and Davis Tree Care and Landscape, Incorporated to Sterling Tree Solutions LLC (collectively referred to as the "Parties"). is entered into this 25<sup>th</sup> day of January, 2016.

**RECITALS**

~~WHEREAS, the Village and Davis Tree Care and Landscape, Incorporated previously entered into an Independent Contractor Agreement dated December 18, 2014 ("Agreement"); and~~

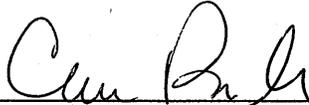
WHEREAS, the Village, Davis Tree Care and Landscape, Incorporated and Sterling Tree Solutions LLC seek to assign the Agreement to Sterling Tree Solutions LLC.

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

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
2. **ASSIGNMENT OF AGREEMENT.** The Independent Contractor Agreement between the Village and Davis Tree Care and Landscape, Incorporated is hereby assigned and transferred to Sterling Tree Solutions LLC ("Sterling"). Sterling shall comply with all provisions of the Agreement and shall provide the Village with a Contractor's Bond pursuant to Section 17 of the Agreement and a Certificate of Insurance pursuant to Section 9 of the Agreement on or before January 19, 2016. If Sterling does not provide said Contractor's Bond and Certificate of Insurance to the Village pursuant to this Section, this Amendment shall not be effective. Upon the Village's receipt of the Contractor's Bond, Certificate of Insurance and this Amendment executed by Sterling, the Village shall release Davis Tree Care and Landscape, Incorporated from its obligations pursuant to the Agreement.
3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.
4. **EFFECTIVE DATE.** This Assignment of the Independent Contractor Agreement shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Independent Contractor Agreement to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

  
\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

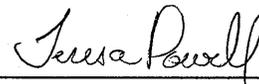
**DAVIS TREE CARE AND LANDSCAPE  
INCORPORATED**

  
\_\_\_\_\_  
By: Robert Davis  
Its:

Dated: 1/25, 2016

Dated: 2/1, 2016

**ATTEST**

  
\_\_\_\_\_  
By: Teresa Powell  
Its: Village Clerk

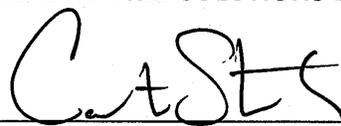
**ATTEST**

  
\_\_\_\_\_  
By: JACQUELINE TOWAR  
Its:

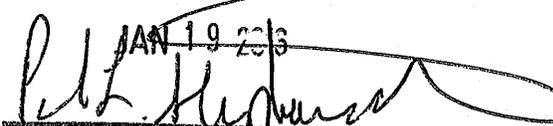
Dated: 1/25, 2016

Dated: 2/1, 2016

**STERLING TREE SOLUTIONS LLC**

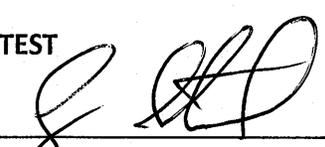
  
\_\_\_\_\_  
By: CARTER STERLING  
Its: MEMBER

**REVIEWED AND APPROVED  
AS TO FORM**

  
\_\_\_\_\_  
JAN 19 2016  
LAW DEPARTMENT

Dated: 2/1/2016

**ATTEST**

  
\_\_\_\_\_  
By:  
Its:

Dated: 2/1, 2016

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into on the 18 day of December 2014, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and Davis Tree Care and Landscape, Incorporated (hereafter the "Contractor").

**WHEREAS**, the Contractor submitted a Proposal to remove Village Owned trees for 2015 (hereinafter referred to as the "Project"), 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 Project and the work required hereunder (hereinafter referred to as the "Work"); and

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

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

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

**1. RECITALS INCORPORATED**

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

**2. SCOPE OF WORK**

The Contractor shall perform the Project in accordance with its Proposal for the price of \$175,000.00 ("Contract Price"), complete the Project 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 bid 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 this project in a good and workmanlike manner. The Contractor further represents and warrants that the Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects. The Contractor shall achieve completion of all work required pursuant to the Contract Documents on or before December 31, 2015 ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Project on or before said date, the Village shall be entitled to liquidated damages in the amount of

\$500.00 per day for each day the work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Project is not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site.

### 3. DESIGNATED REPRESENTATIVES

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this 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 Agreement. 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 Agreement, or such other person as designated in writing by the Village Manager.

### 4. TERM OF CONTRACT

The Contractor shall perform the Project pursuant to this Agreement beginning on the effective date as defined herein and ending on the date that the Project is completed as determined by the Village. The Contractor shall invoice the Village for the Work provided pursuant to this Agreement at the rates set forth in its Proposal. The term of this Agreement may be extended in writing for additional periods of time pursuant to the consent of the parties.

#### Contract Term

The initial contract term shall be from the date of award to December 31, 2015. The Village of Oak Park has the right to renew the contract on an annual basis for two (2) optional one year terms (January 1 to December 31). The Bidder shall begin performing the services within fourteen (14) days of a notice to proceed from the Forestry Superintendent or his designee.

#### Contract Renewal

The Village will have the right to renew the contract for two additional one year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners 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.

#### 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.

### 5. PAYMENT SCHEDULE

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

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

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

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Agreement. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all

costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

## **6. TERMINATION**

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

## **7. COMPLIANCE WITH APPLICABLE LAWS**

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

## **8. INDEMNIFICATION**

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

Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

**9. INSURANCE**

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning Work on the Project pursuant to this Agreement. 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:VII 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) Worker's Compensation:**

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

adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

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

ii. Limits:  
Combined Single Limit \$1,000,000.00

(D) **Umbrella:**

i. Limits:  
Each Occurrence/Aggregate \$ 2,000,000.00

(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.

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.

**10. GUARANTY**

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

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

**11. AFFIDAVIT OR CERTIFICATE**

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

**12. NOTICES**

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

**To the Village:**

Forestry Superintendent  
Public Works Department  
Village of Oak Park  
201 South Boulevard  
Oak Park, Illinois 60302-4272  
Email: [rsproule@oak-park.us](mailto:rsproule@oak-park.us)

**To the Contractor:**

Robert Davis  
President  
Davis Tree Care, Inc.  
7741 Monroe  
Forest Park, IL 60130  
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.

**13. AUTHORITY TO EXECUTE**

The individuals executing this Agreement 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 Agreement.

**14. EFFECTIVE DATE**

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

**15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS**

This Agreement, including the documents incorporated by reference herein, sets forth the entire Agreement of the parties with respect to the accomplishment of the Work. No right or interest in this Agreement 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 Agreement shall be binding upon the parties and upon

their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

**16. INDEPENDENT CONTRACTOR**

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

**17. CONTRACT BOND**

The Contractor, before commencing the work on the Project, shall furnish a Contract Bond. The Contract Bond shall be in an amount equal to 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 Bidder 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 bid guarantee.

**19. GOVERNING LAW AND VENUE**

This Agreement 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.

**20. AMENDMENTS AND MODIFICATIONS**

This Agreement 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.

**21. 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 Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**22. CONFLICT**

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

**23. HEADINGS AND TITLES**

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

**24. COOPERATION OF THE PARTIES**

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Agreement 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.

**25. COUNTERPARTS**

This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

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

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

VILLAGE OF OAK PARK

Cara Pavlicek  
By: Cara Pavlicek  
Its: Village Manager

Date: 12/18, 2014

ATTEST

Teresa Powell  
By: Teresa Powell  
Its: Village Clerk  
Date: Dec. 19, 2014

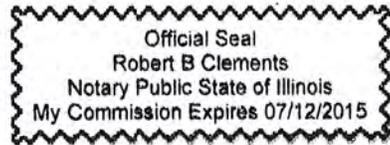
DAVIS TREE CARE AND LANDSCAPE,  
INCORPORATED

Robert D. Davis  
By [Print Name]: Robert D. Davis  
Its: President / OWNER

Date: 12-29, 2014

ATTEST

Robert B. Clements  
By [Print Name]: Robert B. Clements  
Its: Notary  
Date: 12/18, 2014



REVIEWED AND APPROVED  
AS TO FORM

Paul R. Sept  
DEC 10 2014  
LAW DEPARTMENT

**Village of Oak Park  
2015 Winter Parkway Removals**

				A & B Tree Service Inc.		B. Haney & Sons Inc.		Davis Tree Care Inc.		Lucas Landscaping		Nels Johnson Tree	
	D.B.H	Avg Dia	Est. #	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class
1	0"-11"	9	30	\$7.50	\$ 2,025.00	No Bid	No Bid	\$3.15	\$ 850.50	Disqualified		No Bid	No Bid
2	11.1"-18"	16	95	\$7.50	\$ 11,400.00	No Bid	No Bid	\$7.15	\$ 10,868.00	Disqualified		No Bid	No Bid
3	18.1"-24"	21.5	112	\$11.00	\$ 26,488.00	No Bid	No Bid	\$11.15	\$ 26,849.20	Disqualified		No Bid	No Bid
4	24.1"-30"	26.5	45	\$13.00	\$ 15,502.50	No Bid	No Bid	\$13.15	\$ 15,681.38	Disqualified		No Bid	No Bid
5	30..1"-36"	32.5	13	\$17.00	\$ 7,182.50	No Bid	No Bid	\$17.15	\$ 7,245.88	Disqualified		No Bid	No Bid
6	36.1"-	41	5	\$16.00	\$ 3,280.00	No Bid	No Bid	\$17.15	\$ 3,515.75	Disqualified		No Bid	No Bid
<b>Total:</b>					\$ 65,878.00		\$ -		\$ 65,010.70		\$ -		\$ -

**2015 Summer Parkway Removals**

				A & B Tree Service Inc.		B. Haney & Sons Inc.		Davis Tree Care Inc.		Lucas Landscaping		Nels Johnson Tree	
	D.B.H	Avg Dia	Est. #	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class
1	0"-11"	6	10	\$7.50	\$ 450.00	\$7.65	\$ 459.00	\$2.50	\$ 150.00	Disqualified		No Bid	No Bid
2	11.1"-18"	15	60	\$7.50	\$ 6,750.00	\$15.40	\$ 13,860.00	\$14.00	\$ 12,600.00	Disqualified		No Bid	No Bid
3	18.1"-24"	21	90	\$11.00	\$ 20,790.00	\$23.85	\$ 45,076.50	\$21.00	\$ 39,690.00	Disqualified		No Bid	No Bid
4	24.1"-30"	27	90	\$13.00	\$ 31,590.00	\$27.50	\$ 66,825.00	\$25.00	\$ 60,750.00	Disqualified		No Bid	No Bid
5	30..1"-36"	33	78	\$17.00	\$ 43,758.00	\$34.00	\$ 87,516.00	\$31.00	\$ 79,794.00	Disqualified		No Bid	No Bid
6	36.1"-	41	45	\$16.00	\$ 29,520.00	\$40.75	\$ 75,183.75	\$38.00	\$ 70,110.00	Disqualified		No Bid	No Bid
<b>Total:</b>					\$ 132,858.00		\$ 288,920.25		\$ 263,094.00		\$ -		\$ -

**Emergency Call Out Rates Per Hour**

2 men Chipper truck w/chipper	\$130.00	\$262.00	\$240.00	Disqualified	No Bid
1 man Aerial Lift Truck	\$100.00	\$155.00	\$135.00	Disqualified	No Bid
1 man Log Loader	\$100.00	\$155.00	\$135.00	Disqualified	No Bid
1 man Semi Tractor-trailer	\$125.00	\$155.00	\$135.00	Disqualified	No Bid
Laborer	\$25.00	\$118.00	\$105.00	Disqualified	No Bid



Rob Sproule  
Urban Forestry Superintendent  
Public Works Center  
Village of Oak Park  
201 South Boulevard  
Oak Park, IL 60302

Rob,

Thank you for the opportunity to submit bids to the Village of Oak Park for its tree trimming, tree removal and emergency services contracts for 2015. We look forward to the possibility of meeting the needs of your Department and the residents of the Village of Oak Park by providing those services. We, at Davis Tree Care, take pride in working in an efficient, courteous and professional manner, with an emphasis on quick response, proactive thinking, and attention to detail. Those qualities however, are not what truly set us apart from other providers.

We have aligned with Sterling Lumber Company, a premier provider of crane and access matting to the construction industry and others, allowing heavy equipment to safely move and work in environmentally sensitive areas. They supply matting for projects such as wind farms, transmission lines and more general civil construction. As a vertically integrated company, Sterling Lumber Company controls all aspects of the manufacturing process from the procurement of resources to the delivery and installation of the products, but it is my material procurement process that makes this unique. Urban timber harvested from the execution of these contracts will be used locally at Sterling's facility in Phoenix, IL in the manufacture of matting and access products. Any use of urban timber eliminates an equal amount of demand for fiber from our traditional forestry suppliers. This sequesters carbon by allowing forest trees to stand, and offers greater environmental benefits than making products such as mulch and firewood. Additionally, *Upcycling* reduces transportation costs, fuel consumption and emissions. Recognizing the Village of Oak Park's leading-edge stance in Green initiatives, sustainability and waste reduction, I believe our vision closely aligns with that of the Village.

Please let me know if we can provide any further information on our upcycling program or Sterling's facilities, products and manufacturing philosophy. Thank you for your consideration, and we hope to hear from you soon.

Sincerely,

Carter Sterling  
CEO  
Sterling Lumber

Robert Davis  
President  
Davis Tree Care and Landscape

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John Wielebnicki  
Director of Public Works  
Public Works Center  
Village of Oak Park  
201 South Boulevard  
Oak Park, IL 60302

John,

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Sincerely,

Carter Sterling  
CEO  
Sterling Lumber

Robert Davis  
President  
Davis Tree Care and Landscape



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|  
**REQUEST FOR PROPOSALS**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Village of Oak Park 2015 Parkway Tree Removal**  
**Proposal Number: 15-100**  
**Issuance Date: 10/22/14**

The Village of Oak Park will receive proposals from qualified arboriculture contractors to complete parkway tree removal during the calendar year 2015 pursuant to this Request for Proposals. Proposals 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. until 4:00p.m. local time on Friday, November 7<sup>th</sup>, 2014. Proposals will be reviewed in private and the results of the review will be presented to the Village Board of Trustees of the Village Of Oak Park.

Proposals must be enclosed in a sealed envelope marked "BID: 15-100 Parkway Tree Removal".

Specifications, plans/drawings and proposal forms may be obtained at the Public Works Center at the address listed above or by calling 708-358-5700.

The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal. Information is available from the Forestry Superintendent, Rob Sproule at 708-358-5700.

Do not detach any portion of this document. Upon formal award to the successful Contractor, a written agreement will be executed for the Project in substantially the form attached.

The 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.

**Submission of Proposals**

The proposal shall be submitted on the proposal form included herewith. The proposal shall be submitted in a sealed envelope and 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

**PROPOSAL FOR:**  
**Village of Oak Park 2015 Parkway Tree Removal**

**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.

**SECTION I**  
**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. 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).

**Contract Term**

The initial contract term shall be from the date of award to December 31, 2015. The Village of Oak Park has the right to renew the contract on an annual basis for two (2) optional one year terms (January 1 to December 31). The Bidder shall begin performing the services within fourteen (14) days of a notice to proceed from the Forestry Superintendent or his designee.

**Contract Renewal**

The Village will have the right to renew the contract for two additional one year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners 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.

**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

**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). 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.

**Fees and Cost**

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

**Dispute Resolution**

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

**Hold Harmless**

See attached form Agreement.

**Insurance**

See attached form Agreement.

**Termination of Agreement**

See attached form Agreement.

**References:**

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

**BIDDER REFERENCES**

Bidder Name: DAVISTREE CARE

	Name	Address	Contact Person & Phone #
1.	<u>SEE ATTACHED</u>	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

State the number of years in this business 60.

State the number of current personnel on staff trained in the operation of the equipment required in the performance of this agreement 13.



## REFERENCES

2014

**River Forest Park District  
Tree Removal and Pruning**

John Beto

Email: [jbeto@rfparks.com](mailto:jbeto@rfparks.com)

Billing Address:

401 Thatcher Ave.

River Forest, IL 60305

Phone: (708) 366-6660

**Forest Park Park District  
Tree Removal and Pruning**

Larry Piekarz

Larry Buckley

Email: [lpiekarz@pdofp.org](mailto:lpiekarz@pdofp.org)

Billing Address:

7501 Harrison Street

Forest Park, IL 60130

Phone: (708) 366-7500 ext. 12

**Village of Forest Park  
Tree Removal and Pruning**

John Doss

Email: [jdoss@forestpark.net](mailto:jdoss@forestpark.net)

Billing Address:

517 Des Plaines Ave.

Forest Park, IL 60130

Phone: (708) 366-2323

Mobile: (708) 325-3913

**Village of Lyons**

**Tree Pruning**

Tom Kidon

Email: [7084424432@metrofax.com](mailto:7084424432@metrofax.com)

Billing Address:

4200 S. Lawndale Ave.

Lyons, IL 60535

Phone: (708) 442-4414

**Village of River Forest  
Tree Removals**

Mark Giannopoulos

Email: [mjanop@vrf.us](mailto:mjanop@vrf.us)

Billing Address:

400 Park

River Forest, IL 60305

Phone: (708) 366-8500

**Oak Park Park District  
Tree Removal and Pruning**

Mike Grandy

John Borland

Email: [john.borland@pdop.org](mailto:john.borland@pdop.org)

Billing Address:

218 Madison Street

Oak Park, IL 60302

Phone: (708) 725-2050

Mobile: (708) 725-2025

**Village of Maywood  
Tree Removal and Pruning**

John West

Email: [jwest@maywood-il.org](mailto:jwest@maywood-il.org)

Billing Address:

40 East Madison Public Works

Maywood, IL 60153

Phone: (708) 450-4482

**Village Of Oak Park  
Tree Removal and Pruning**

Robert Sproule

Email: [rsproule@oak-park.us](mailto:rsproule@oak-park.us)

Billing Address:

201 South Blvd.

Oak Park, Illinois 60302-4272

Phone: (708) 358-5740

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### III DETAILED SPECIFICATIONS

#### Scope of Work

The Village is seeking proposals from qualified arboriculture contractors for the removal of parkway trees and other village owner trees within the Village of Oak Park.

#### 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

Two separate rate proposals are designated - Winter (December 1 through April 30), and Summer (May 1 through November 30). Contractors may bid on each individually, or on one season only. **The Village reserves the right to award multiple contracts from this single bid including multiple contracts for a single season.** Contracts will be awarded to the lowest responsible bidder(s) for each season, or award both seasons to a contractor provided that contractor(s) is low bid for both seasons.

#### Detailed Specifications

##### 1. Location of Tree Removal 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 marked trees in the Village parkway on the streets in the general area shall be removed. All trees shall be removed to a point that leaves a stump no more than four inches (4") high. All tree removal work is to be done in accordance with the enclosed removal specifications.

It will be the bidder's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines so removal operations will not be delayed.

The bidder shall protect sidewalks, curbs, streets, manhole covers and catch basins, housing property and automobiles from the impact of falling wood by the use of limb ground supports when needed.

##### 2. Commencement of Work

The bidder shall remove ALL trees designated as "winter removals" within time frame specified for those removals - January 1 through April 30 and December 1 through December 31 - unless the Forestry Superintendent grants an extension.

Diameter inch total across all size classes for winter removals is estimated at 6000 inches. Trees will be marked with a paint dot on the trunk.

The bidder shall remove ALL trees designated as "summer removals" within time frame specified for those removals - May 1 through November 30 - unless the

Forestry Superintendent grants an extension. ALL trees designated as "summer removals" shall be removed at a rate of not less than 750 diameter inches per two week period until all trees on any given list are removed. If any removal list is less than 750 total diameter inches, all trees on that list must be removed within ten (10) working days of the receipt of the list. Diameter inch total across all size classes for summer removals is estimated at 10,000 inches. Trees will be marked with a paint dot on the trunk.

### 3. Cleanup

Immediately after removal of a tree has been completed, the area beneath the tree shall be raked and all debris shall be removed from the area. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawns during tree removal operations.

### 4. Removal of Debris

All debris from tree removal operations shall be removed from the site and from the Village of Oak Park within twenty-four (24) hours after debris has been placed, unless authorized by Forestry Superintendent or his representative. No on site or Village owned areas will be designated as log storage areas. Payment for removal and disposal of debris is to be included in the unit price. Additionally, no debris or logs shall be given to residents since they may harbor the Emerald Ash Borer. Under no circumstances shall debris be left on the parkway or street over weekends or holidays. In addition, keeping debris off the street and parkway areas and out of the gutters prevents the debris from entering and plugging the sewer system. Environmentally accepted practices of debris disposal are also an important part of this work.

### 5. 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.

### 6. 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.

### 7. Periodic Inspection

The bidder shall notify the office of the Forestry Superintendent at the beginning and end of any workday crews are in Oak Park giving the location of that day's work. This notification shall consist of the starting location and work completed for that day. The office of the Forestry Superintendent must also be notified on

any work day that crews will not be in Oak Park prior to completion of any given removal list. 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. Method of Measuring**

Trees to be removed shall be measured per inch of diameter. The diameter shall be measured at a point four feet (4') six inches (6") above the highest ground level at the tree and will be determined by dividing the measured circumference at that point by 3.1416.

**9. Arborist Certification**

There shall be at least one "Certified Arborist" or "Certified Tree Worker" as recognized by the International Society of Arboriculture on the job site at all times.

**10. 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 warning signs and furnish adequate barricades.

**11. 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.

**12. Reporting**

**The bidder is responsible for keeping the Village updated on its work on a weekly basis.** The Village requires that the bidder provide a proposed and actual work schedule for each week of the contract. These records must be turned into the Forestry Superintendent's office, emailed, or faxed each Monday. The report will include the proposed work to be completed in the village for the week and an actual work completed report for the previous week.

### 13. Equipment

All trees designated as "Removals" over 20" in diameter shall be removed by crane. 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.

### 14. 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.

### 15. 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 tree removal 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.

### 16. Pedestrian Traffic Control

While overhead removal work is taking place, the bidder shall block off the sidewalk to pedestrian traffic immediately under the trees being removed.

### 17. Emerald Ash Borer Compliance Agreement (Illinois Department of Agriculture)

Any ash debris disposal must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) and under the Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agrilus planipennis*) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

The contractor shall furnish signed copy of the Illinois Department of Agriculture (IDA) EAB Compliance Agreement to the Village of Oak Park, following all provisions pertaining to the proper disposal of ash debris and movement of IDA defined, regulated articles within quarantine zones. The contractor shall abide by

any modifications to IDA EAB regulations, including the Compliance Agreement and quarantine zones.

All EAB infested ash wood and debris shall be removed from the Village of Oak Park and shall become the contractor's responsibility to ensure destruction of the infested wood in accordance with the State statutes and local ordinances. Each ash tree shall be considered infested and disposed of accordingly. Under NO CIRCUMSTANCES shall logs from ash trees be left for homeowners.

#### **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.

### **Punch List Items**

The Village shall submit to the Contractor a punch list within one week of receiving the notice of substantial completion from the Contractor. The Contractor shall have a period of thirty

IV  
PROPOSAL FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the parkway tree removal contract and will furnish all of the insurance documents and security deposits as stipulated. The unit prices listed below are for 2015 only. The contract, if renewed, would include quantities estimated for 2016 and 2017.

Winter Parkway Tree Removal 2012 (January 1 - April 30, December 1-31)

<u>Size Class</u>	<u>D.B.H.</u>	<u>\$Price / Inch</u>	<u>Ave. diameter</u>	<u>Est. # of removals</u>
1	0" - 11" *	\$ <u>3.15</u>	<u>9"</u>	<u>30</u>
2	11.1" - 18"	\$ <u>7.15</u>	<u>16"</u>	<u>95</u>
2	18.1" - 24"	\$ <u>11.15</u>	<u>21.5"</u>	<u>112</u>
2	24.0" - 30"	\$ <u>13.15</u>	<u>26.5"</u>	<u>45</u>
2	30.1" - 36"	\$ <u>17.15</u>	<u>32.5"</u>	<u>13</u>
2	36.1" +	\$ <u>17.15</u>	<u>41"</u>	<u>5</u>

Summer Parkway Tree Removal 2012 (May 1 through November 30)

<u>Size Class</u>	<u>D.B.H.</u>	<u>\$Price / Inch</u>	<u>Ave. diameter</u>	<u>Est. # of removals</u>
1	0" - 11" *	\$ <u>2.50</u>	<u>6"</u>	<u>10</u>
2	11.1" - 18"	\$ <u>14.00</u>	<u>15"</u>	<u>60</u>
3	18.1" - 24"	\$ <u>21.00</u>	<u>21"</u>	<u>90</u>
4	24.0" - 30"	\$ <u>25.00</u>	<u>27"</u>	<u>90</u>
5	30.1" - 36"	\$ <u>31.00</u>	<u>33"</u>	<u>78</u>
6	36.1" +	\$ <u>38.00</u>	<u>41"</u>	<u>45</u>

\* The Village of Oak Park intends to remove this class of tree in-house. Should weather or other constraints prevent the completion of these removals; the contractor will be responsible for their removal.

days to correct/address any issues listed on the punch list after receiving the punch list from the Village.

PROPOSAL FORM (Pricing) continued

Please provide alternate bid price for EMERGENCY CALL-OUT RATES

Emergency call out rate,  
Per hour - 2 men,  
Chipper truck w/chipper \$ 240.00/hr.

Emergency call out rate  
Per hour - 1 man, Aerial  
Lift truck \$ 135.00/hr.

Emergency call out rate,  
Per hour - 1 man, Log Loader \$ 135.00/hr.

Emergency call out rate,  
Per hour - 1 man,  
Semi tractor-trailer \$ 135.00/hr.

Laborer, per hour \$ 105.00/hr.

Proposal Signature: Robert Davis

State of ILLINOIS ) County of COOK )

ROBERT DAVIS  
(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the bidder on the above proposal 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 proposal from the Agreement Specifications and has checked the same in detail before submitting this Proposal; 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: 11/7/2014 Robert Davis  
Organization Name  
(Seal - If Corporation)

PROPOSAL FORM continued

By: [Signature]  
Authorized Signature

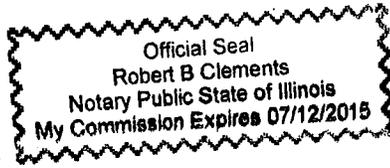
7756 MADISON ST SUITE 1  
RIVER FOREST, IL 60305  
Address

(708) 771-8500  
Telephone

Subscribed and sworn to before me this 7<sup>th</sup> day of NOVEMBER, 2014.

2014 in the State of ILLINOIS. My Commission Notary Public

Expires on 07/12/15



Complete Applicable Paragraph Below

(a) Corporation

The bidder is a corporation, which operates under the legal name of DAVIS TREE CARE & LANDSCAPING organized and existing under the laws of the State of ILLINOIS. The full names of its Officers are:

President R.D. ROBERT DAVIS  
Secretary R.D. ROBERT DAVIS  
Treasurer R.D. ROBERT DAVIS

The corporation does have a corporate seal. (In the event that this proposal 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

PROPOSAL FORM continued

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 proposal is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

*SEE ATTACHED*

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK  
PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK  
PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK  
PERFORMED



## REFERENCES

2014

**River Forest Park District  
Tree Removal and Pruning**

John Beto  
Email: [jbeto@rfparks.com](mailto:jbeto@rfparks.com)  
Billing Address:  
401 Thatcher Ave.  
River Forest, IL 60305  
Phone: (708) 366-6660

**Forest Park Park District  
Tree Removal and Pruning**

Larry Piekarz  
Larry Buckley  
Email: [lpiekarz@pdofp.org](mailto:lpiekarz@pdofp.org)  
Billing Address:  
7501 Harrison Street  
Forest Park, IL 60130  
Phone: (708) 366-7500 ext. 12

**Village of Forest Park  
Tree Removal and Pruning**

John Doss  
Email: [jdoss@forestpark.net](mailto:jdoss@forestpark.net)  
Billing Address:  
517 Des Plaines Ave.  
Forest Park, IL 60130  
Phone: (708) 366-2323  
Mobile: (708) 325-3913

**Village of Lyons  
Tree Pruning**

Tom Kidon  
Email: [7084424432@metrofax.com](mailto:7084424432@metrofax.com)  
Billing Address:  
4200 S. Lawndale Ave.  
Lyons, IL 60535  
Phone: (708) 442-4414

**Village of River Forest  
Tree Removals**

Mark Giannopoulos  
Email: [mjanop@vrf.us](mailto:mjanop@vrf.us)  
Billing Address:  
400 Park  
River Forest, IL 60305  
Phone: (708) 366-8500

**Oak Park Park District  
Tree Removal and Pruning**

Mike Grandy  
John Borland  
Email: [john.borland@pdop.org](mailto:john.borland@pdop.org)  
Billing Address:  
218 Madison Street  
Oak Park, IL 60302  
Phone: (708) 725-2050  
Mobile: (708) 725-2025

**Village of Maywood  
Tree Removal and Pruning**

John West  
Email: [jwest@maywood-il.org](mailto:jwest@maywood-il.org)  
Billing Address:  
40 East Madison Public Works  
Maywood, IL 60153  
Phone: (708) 450-4482

**Village Of Oak Park  
Tree Removal and Pruning**

Robert Sproule  
Email: [rsproule@oak-park.us](mailto:rsproule@oak-park.us)  
Billing Address:  
201 South Blvd.  
Oak Park, Illinois 60302-4272  
Phone: (708) 358-5740

THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
5800 S. UNIVERSITY AVENUE  
CHICAGO, ILLINOIS 60637

RECEIVED  
JAN 15 1964  
FROM  
DR. J. H. GOLDSTEIN  
TITLE  
POLYMERIZATION OF VINYL MONOMERS  
BY CATIONIC MECHANISM

TO  
DR. J. H. GOLDSTEIN  
DEPARTMENT OF CHEMISTRY  
UNIVERSITY OF CHICAGO  
5800 S. UNIVERSITY AVENUE  
CHICAGO, ILLINOIS 60637

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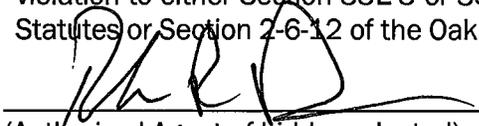
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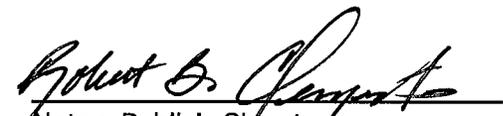
FROM  
DR. J. H. GOLDSTEIN  
DEPARTMENT OF CHEMISTRY  
UNIVERSITY OF CHICAGO  
5800 S. UNIVERSITY AVENUE  
CHICAGO, ILLINOIS 60637

V  
BIDDER CERTIFICATION

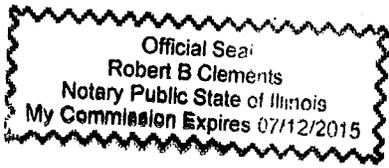
DAVIS TREE CARE AND LANDSCAPE, as part of its proposal on a agreement for 2015 tree removal  
(Name of bidder selected) for the Village of Oak Park Village Hall, hereby certifies that said bidder  
selected is not barred from proposing on the aforementioned agreement as a result of a  
violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised  
Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

  
\_\_\_\_\_  
(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 7<sup>th</sup> day of NOVEMBER, 2014.

  
\_\_\_\_\_  
Notary Public's Signature

- Notary Public Seal -



VI  
TAX COMPLIANCE AFFIDAVIT

ROBERT DAVIS, being first duly sworn, deposes  
and says:

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

DAVIS TREE CARE AND LANDSCAPE.  
(bidder selected)

The individual or entity making the foregoing proposal 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 proposal 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.

ROBERT DAVIS

By:

Its:

PRESIDENT

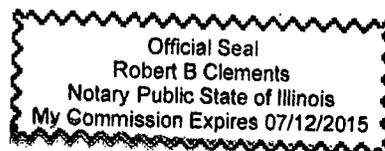
(name of bidder if the bidder is an individual)  
(name of partner if the bidder is a partnership)  
(name of officer if the bidder is a corporation)

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

Subscribed and sworn to before me this 12 day of NOVEMBER, 2014.

Robert B. Clements  
Notary Public's Signature

- Notary Public Seal -



**Minority Business and Women Business Enterprises Requirements**

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of bidders and subcontractors in taking affirmative action and providing 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.

**Reporting Requirements**

The following forms must be completed in their entirety, notarized and included as part of the proposal 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 proposal.

VII  
SECTION VII  
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

**A. Corporation:**

The Contractor is a corporation, legally named DAVIS TREE CARE & LANDSCAPE and is organized and existing in good standing under the laws of the State of ILLINOIS. The full names of its Officers are:

President ROBERT DAVIS

Secretary R.D. ROBERT DAVIS

Treasurer R.D. ROBERT DAVIS

Registered Agent Name and Address: DIANE DAVIS: 642 FOREST AVE. OAK PARK

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

**B. Sole Proprietor:**

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the

Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

The Contractor is a Partnership which operates under the name \_\_\_\_\_

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

Signature	Signature

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

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

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

\_\_\_\_\_  
Signature of Owner



SECTION VIII  
BID BOND

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2014.

PRINCIPAL

\_\_\_\_\_  
(Company Name) (Company Name)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature & Title) (Signature & Title)

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

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

IX  
CONTRACT BOND



**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 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 \_\_\_\_\_, 2014.

**NAME OF PRINCIPAL**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

**SECTION X**  
**COMPLIANCE AFFIDAVIT**

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

1. I am the (title) President of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates<sup>1</sup> 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

<sup>1</sup> 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.

Signature: 

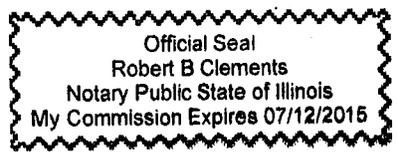
Name and address of Business: DAVIS TREE CARE 7756 MADISON ST #1 RIVER FOREST, IL 60305

Telephone (708) 771-8500 E-Mail Davistreecare@gmail.com

Subscribed to and sworn before me this 12 day of November, 2014.

  
Notary Public

- Notary Public Seal -



**SECTION XI**  
**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: DAVIS TREE CARE AND LANDSCAPE

2. Check here if your firm is:

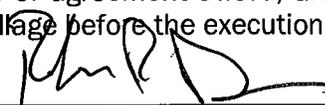
- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by 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?

15 Number of full-time employees  
0 Number of part-time employees

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

Signature: 

Date: 11/7/14

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 DAVIS TREE CARE AND LANDSCAPE

Total Employees 11

Job Categories	Total Employees	MALE				FEMALE				Total Minorities
		Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	2									
Professionals										
Technicians										
Sales Workers	3									
Office & Clerical	2									
Semi-Skilled	3		2							2
Laborers	5	1	4							5
Service Workers										
TOTAL	16	1	6							7
Management Trainees										
Apprentices										

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

ROBERT DAVIS, being first duly sworn, deposes and says that he/she is the PRESIDENT/OWNER (Title or Officer) of DAVIS TREE CARE 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 7<sup>th</sup> day of NOVEMBER, 2014

(Name of Person Making Affidavit)

Robert B. Clements (Signature)

(Date) 11/7/2014





**XIII**  
**AGREEMENT**

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and \_\_\_\_\_, a \_\_\_\_\_ (hereafter the "Contractor").

WHEREAS, the Contractor submitted a Proposal to remove Village parkway trees for 2015 (hereinafter referred to as the "Project"), 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 Project and the work required hereunder (hereinafter referred to as the "Work"); and

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

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

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

**1. RECITALS INCORPORATED**

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

**2. SCOPE OF WORK**

The Contractor shall perform the Project in accordance with its Proposal for the price of \$\_\_\_\_\_ ("Contract Price"), complete the Project 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 bid 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 this project in a good and workmanlike manner. The Contractor further represents and warrants that the Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects. The Contractor shall achieve completion of all work required pursuant to the Contract

Documents on or before \_\_\_\_\_, 2014 ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Project on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Project is not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site.

### **3. DESIGNATED REPRESENTATIVES**

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this 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 Agreement. 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 Agreement, or such other person as designated in writing by the Village Manager.

### **4. TERM OF CONTRACT**

The Contractor shall perform the Project pursuant to this Agreement beginning on the effective date as defined herein and ending on the date that the Project is completed as determined by the Village. The Contractor shall invoice the Village for the Work provided pursuant to this Agreement at the rates set forth in its Proposal. The term of this Agreement may be extended in writing for additional periods of time pursuant to the consent of the parties.

#### **Contract Term**

The initial contract term shall be from the date of award to December 31, 2015. The Village of Oak Park has the right to renew the contract on an annual basis for two (2) optional one year terms (January 1 to December 31). The Bidder shall begin performing the services within fourteen (14) days of a notice to proceed from the Forestry Superintendent or his designee.

#### **Contract Renewal**

The Village will have the right to renew the contract for two additional one year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners 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.

#### **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.

### **5. PAYMENT SCHEDULE**

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

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

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

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of

liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Agreement. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

## **6. TERMINATION**

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

## **7. COMPLIANCE WITH APPLICABLE LAWS**

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

## **8. INDEMNIFICATION**

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

officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

## 9. INSURANCE

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

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

### (A) Commercial General Liability:

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

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

### (B) Workers' Compensation:

- i. Workers' Compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide Workers' Compensation insurance. In case employees engaged in hazardous work under this

Contract are not protected under the Workers' Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

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

ii. Limits:  
Combined Single Limit \$1,000,000.00

(D) **Umbrella:**

i. Limits:  
Each Occurrence/Aggregate \$ 2,000,000.00

(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.

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.

**10. GUARANTY**

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

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

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

**11. AFFIDAVIT OR CERTIFICATE**

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

**12. NOTICES**

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

To the Village:

To the Contractor:

Forestry Superintendent  
Public Works Department  
Village of Oak Park  
201 South Boulevard  
Oak Park, Illinois 60302-4272  
Email: [rsproule@oak-park.us](mailto:rsproule@oak-park.us)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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.

**13. AUTHORITY TO EXECUTE**

The individuals executing this Agreement 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 Agreement.

**14. EFFECTIVE DATE**

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

**15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS**

This Agreement, including the documents incorporated by reference herein, sets forth the entire Agreement of the parties with respect to the accomplishment of the Work. No right or interest in this Agreement 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 Agreement shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

**16. INDEPENDENT CONTRACTOR**

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

**17. CONTRACT BOND**

The Contractor, before commencing the work on the Project, shall furnish a Contract Bond. The Contract Bond shall be in an amount equal to 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 Bidder 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 bid guarantee.

**19. GOVERNING LAW AND VENUE**

This Agreement 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.

**20. AMENDMENTS AND MODIFICATIONS**

This Agreement 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.

**21. 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 Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**22. CONFLICT**

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

**23. HEADINGS AND TITLES**

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

**24. COOPERATION OF THE PARTIES**

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Agreement 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.

**25. COUNTERPARTS**

This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract.

**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: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Teresa Powell  
Its: Village Clerk

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014



## CERTIFICATIONS

### Tim Shepard

- Certified Arborist #WE-6791A
- Certified Tree Care Safety Professional #00293
- Enbridge US LPE Mainline Projects On-Line Safety Training Access & Enrollment – 2014

2014 USMLP Electrical Safety Awareness - AEP "Live Wire" video

2014 USMLP - Enbridge Environmental Orientation

2014 USMLP - Enbridge Safety Orientation

2014 USMLP - Ground Disturbance (USMLP Vers)

2014 USMLP - Life Saving Rules

### James Semelka

- Certified Arborist, Municipal Specialist – International Society of Arboriculture #IL-0732MA
- Vice-President – Illinois Arborist Association
- Enbridge US LPE Mainline Projects On-Line Safety Training Access & Enrollment – 2014

2014 USMLP Electrical Safety Awareness - AEP "Live Wire" video

2014 USMLP - Enbridge Environmental Orientation

2014 USMLP - Enbridge Safety Orientation

2014 USMLP - Ground Disturbance (USMLP Vers)

2014 USMLP - Life Saving Rules

### Jack Abbott

- International Society of Arboriculture Certified Arborist #265266105
- Enbridge US LPE Mainline Projects On-Line Safety Training Access & Enrollment – 2014

2014 USMLP Electrical Safety Awareness - AEP "Live Wire" video

2014 USMLP - Enbridge Environmental Orientation

2014 USMLP - Enbridge Safety Orientation

2014 USMLP - Ground Disturbance (USMLP Vers)

2014 USMLP - Life Saving Rules

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## **Zach Gring**

- **Enbridge US LPE Mainline Projects On-Line Safety Training Access & Enrollment – 2014**  
2014 USMLP Electrical Safety Awareness - AEP "Live Wire" video  
  
2014 USMLP - Enbridge Environmental Orientation  
2014 USMLP - Enbridge Safety Orientation  
2014 USMLP - Ground Disturbance (USMLP Vers)  
  
2014 USMLP - Life Saving Rules

## **Jamie Mora**

- **Enbridge US LPE Mainline Projects On-Line Safety Training Access & Enrollment – 2014**  
2014 USMLP Electrical Safety Awareness - AEP "Live Wire" video  
  
2014 USMLP - Enbridge Environmental Orientation  
2014 USMLP - Enbridge Safety Orientation  
2014 USMLP - Ground Disturbance (USMLP Vers)  
  
2014 USMLP - Life Saving Rules

## **Bob Davis**

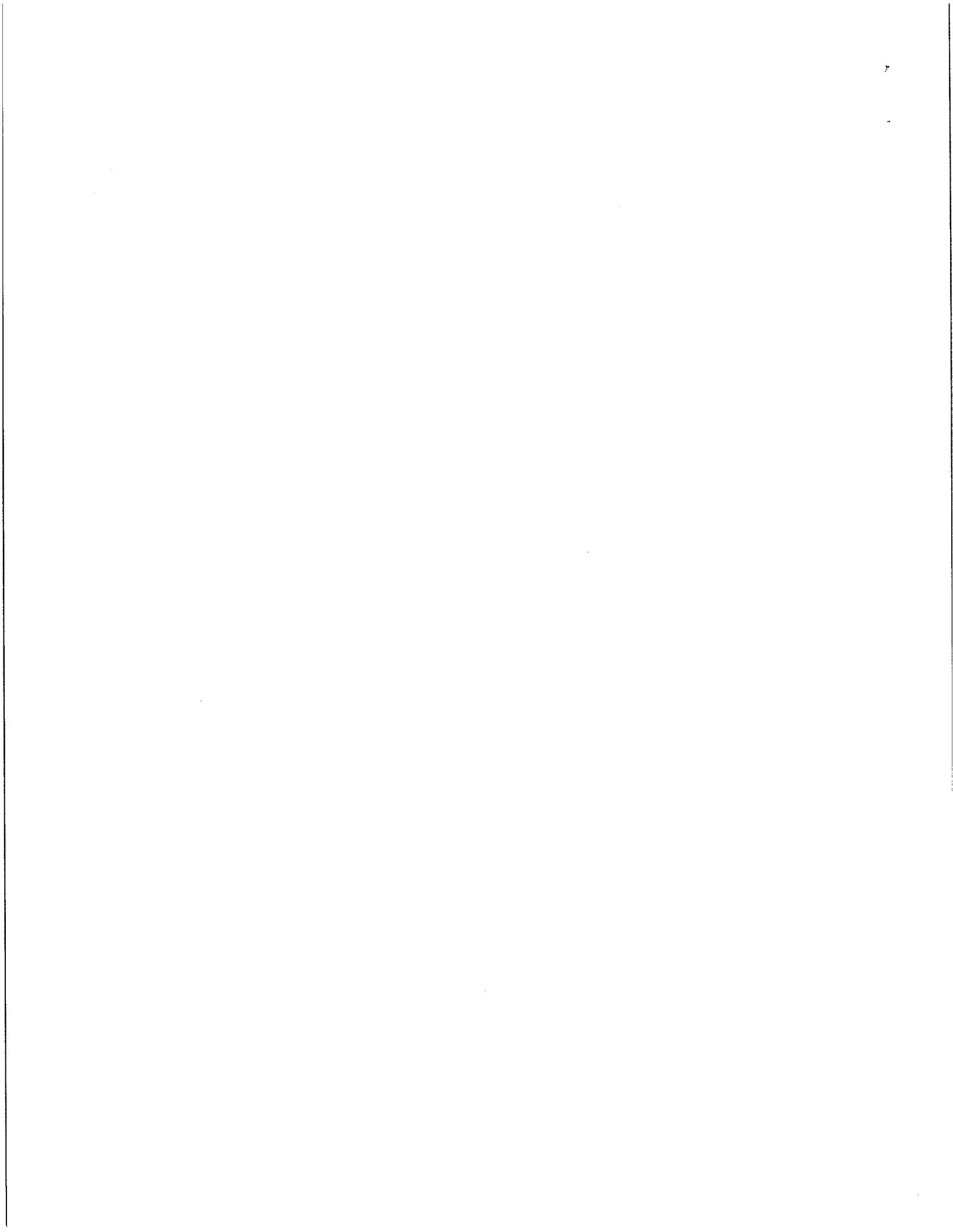
- **Enbridge US LPE Mainline Projects On-Line Safety Training Access & Enrollment – 2014**  
2014 USMLP Electrical Safety Awareness - AEP "Live Wire" video  
  
2014 USMLP - Enbridge Environmental Orientation  
2014 USMLP - Enbridge Safety Orientation  
2014 USMLP - Ground Disturbance (USMLP Vers)  
  
2014 USMLP - Life Saving Rules

## **Mike Fitzpatrick**

- **Enbridge US LPE Mainline Projects On-Line Safety Training Access & Enrollment – 2014**  
2014 USMLP Electrical Safety Awareness - AEP "Live Wire" video  
  
2014 USMLP - Enbridge Environmental Orientation  
2014 USMLP - Enbridge Safety Orientation  
2014 USMLP - Ground Disturbance (USMLP Vers)  
  
2014 USMLP - Life Saving Rules







**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER THAN CONTRACTORS BLANKET ADDITIONAL INSURED –  
WHEN REQUIRED BY WRITTEN CONTRACT  
MISCELLANEOUS AND VENDOR - PRIMARY & NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE (optional - see paragraph B.)**

Name Of Additional Insured Person(s) Or Organization(s) Or Vendor(s) required by "written contract":	Your Products per the Vendor's "written contract":

**A. ADDITIONAL INSUREDS – MISCELLANEOUS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) described in paragraphs 1. through 9. below whom you are required by "written contract" to add as an additional insured to this Coverage Part.

**1. LESSOR OF LEASED EQUIPMENT**

A lessor from whom you lease equipment. Such lessor of leased equipment is insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such lessor. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**2. OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED**

An owner or other interest from whom land has been leased by you. Such owner or other interest is insured only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you. This insurance does not apply to:  
**(a)** Any "occurrence" which takes place after you cease to lease that land;  
**(b)** Structural alterations, new construction or demolition operations performed by or on behalf of such owner or other interest.

**3. MANAGER(S) OR LESSOR(S) OF PREMISES**

A manager or lessor of premises leased to you.



Such manager or lessor is insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such manager(s) or lessor(s).

#### **4. MORTGAGEE, ASSIGNEE OR RECEIVER**

A mortgagee, assignee or receiver of premises owned, maintained or used by you.

Such mortgagee, assignee or receiver is insured only with respect to liability arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such mortgagee, assignee or receiver.

#### **5. CONTROLLING INTEREST**

A person or organization with a controlling interest in you.

Such person or organization is insured only with respect to liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

#### **6. CO-OWNER OF INSURED PREMISES**

A co-owner in property co-owned by you and to which this insurance applies.

Such co-owner is insured only with respect to their liability as co-owner of such premises.

#### **7. EXECUTORS, ADMINISTRATORS, TRUSTEES OR BENEFICIARIES**

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

#### **8. STATE, GOVERNMENTAL OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS**

Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization to you, subject to the following additional provisions:

- (a) This insurance applies only with respect to operations performed by you or on

your behalf for which the state or governmental agency or political subdivision has issued a permit.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

#### **9. STATE, GOVERNMENTAL OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization to you, subject to the following additional provisions:

- (a) Premises you own, rent or control and to which this insurance applies. This insurance applies only with respect to following hazards:

- i. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- ii. The construction, erection or removal of elevators; or
- iii. The ownership, maintenance or use of any elevators covered by this insurance.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

#### **B. Coverage provided to such additional insured(s) is limited as follows:**

1. The "written contract" requirement for additional insured status is automatically fulfilled for any additional insured shown in the Schedule above.
2. The insurance afforded to such additional Insured(s) only applies to the extent permitted by law.
3. Coverage will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for the additional insured.
4. Coverage does not apply to any person(s) or organization(s) covered as an additional insured on any other endorsement attached to this Coverage Part.



5. Coverage provided to an additional insured described in paragraph A. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

6. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (a) Required by the "written contract"; or
- (b) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### C. ADDITIONAL INSURED – VENDORS

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) (referred to throughout paragraph C. as vendor) when you and such vendor have agreed in a "written contract" that such vendor be added as an additional insured on this Coverage Part.

Such vendor is insured only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However, coverage to such vendor(s) is limited as follows:

1. The "written contract" requirement for additional insured status is automatically fulfilled for any vendor shown in the Schedule above.
2. The insurance afforded to such vendor only applies to the extent permitted by law.
3. Coverage afforded to such vendor will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for such vendor.
4. Coverage does not apply to any vendor(s) covered as an additional insured on any other endorsement attached to this Coverage Part.
5. Coverage provided to such vendor does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."
6. With respect to the insurance afforded to these vendor(s), the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of such vendor is the amount of insurance:

- (a) Required by the "written contract"; or
  - (b) Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

7. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - i. The exceptions contained in Sub-paragraphs (d) or (f); or
  - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.



8. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**D. ADDITIONAL INSURED – EXCLUSION**

With respect to the insurance afforded to the additional insureds described in paragraphs **A.** and **C.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured.

**E. ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE is amended for the additional insureds described in paragraphs **A.** and **C.** by the addition of the following, superseding any provision to the contrary:

If required by "written contract", this insurance is primary to and will not seek contribution from any other insurance maintained by an additional insured under your policy if the additional insured is a Named Insured under such other insurance.

**F. ADDITIONAL INSURED - DUTIES**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended to add the following conditions for the additional insured(s) described in paragraphs **A.** and **C.**:

An additional insured under this endorsement will as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance.
2. Provide us any written documentation which triggered automatic additional insured status or waiver of recovery rights.
3. Provide us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim or suit".

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

**H. ADDITIONAL INSURED – DEFINITIONS:**

SECTION V – DEFINITIONS is amended for this endorsement by the addition of the following:

"Written contract" means a written contract or written agreement that requires you to make the person(s) or organization(s) described in paragraphs **A.** and **C.** of this endorsement an additional insured on this Coverage Part, provided the "written contract":

1. Is effective during the term of this Coverage Part;
2. Was signed by you prior to the "bodily injury", "property damage" or "personal and advertising injury" offense applicable to this Coverage Part; and.
3. Pertains to the contractual relationships described in Paragraphs **A.** and **C.** of this endorsement.



**Illinois Department of Agriculture  
STATE OF ILLINOIS EMERALD ASH BORER COMPLIANCE AGREEMENT**

Company or Name: Davis Tree Care Contact Name: Mr./Ms. Robert Davis  
Mailing Address: Street 7741 Monroe City/Town Forest Park State IL Zip code 60130  
Telephone: 708-771-8500 Fax: \_\_\_\_\_ E-mail: DavisTreeCare@gmail.com  
County Cook  
Disposal or Processing Yard Location (if different than mailing address above): Street perfect mulch  
5300 S. Lawndale  
City/Town McCook, IL Zip code 60525 County Cook

**Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (*Agrilus planipennis*)  
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)**

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB), quarantine zone boundaries, and "regulated articles". When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed below in this agreement and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows:

1. Regulated articles shall not be moved out of established quarantine zone(s) at any time unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/2 inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for Kiln Sterilization (T404-b-4), Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
2. From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
3. Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
4. Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
5. The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

"Regulated Articles" are hereby defined as the following:

- 1) The Emerald Ash Borer (*Agrilus planipennis* Fairmaire) in any living stage of development;
- 2) Ash trees (*Fraxinus* spp.) of any size;
- 3) Ash limbs and branches;
- 4) Any cut non-coniferous, hardwood firewood;
- 5) Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
- 6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
- 7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
- 8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Affixing of the signatures below will validate this agreement which shall remain in effect until canceled. This document may be revised as necessary, or revoked for noncompliance by the Illinois Department of Agriculture.

Signature/Title [Signature] General Manager Date Signed 2/1/13

State Agency Official Signature [Signature]

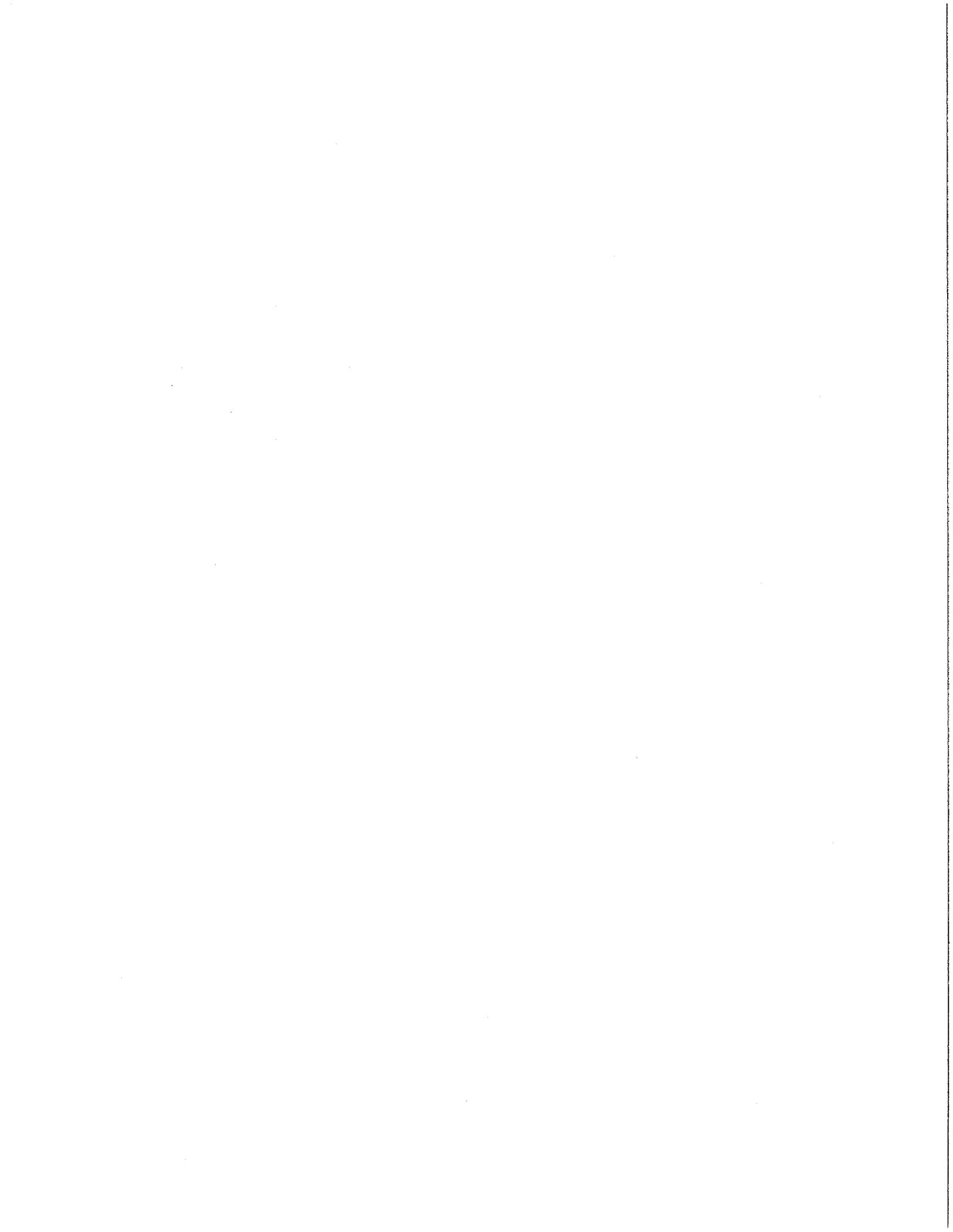
Compliance Agreement No: 031-374

Illinois Department of Agriculture  
2280 Bethany Road, Suite B  
DeKalb, Illinois 60115  
Phone: 815-787-5476  
Fax: 815-787-5488



Illinois Department of Agriculture  
P.O. Box 19281  
Springfield, Illinois 62794-9281  
Phone: 217-785-2427  
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: [www.illinoisEAB.com](http://www.illinoisEAB.com) or [www.state.il.us/EAB](http://www.state.il.us/EAB).  
[11/23/2008, EABComplianceAgreementVI.doc]





# OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

MAY 19, 1999

6050-360-5

RESIDENTIAL TITLE SERVICES INC  
1910 S HIGHLAND AVE STE 202  
LOMBARD, IL 60148

RE DAVIS TREE CARE AND LANDSCAPE, INCORPORATED

DEAR SIR OR MADAM:

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

THESE DOCUMENTS MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY IN WHICH THE REGISTERED OFFICE OF THE CORPORATION IS LOCATED, AS PROVIDED BY SECTION 1.10 OF THE BUSINESS CORPORATION ACT OF THIS STATE. FOR FURTHER INFORMATION CONTACT YOUR RECORDER OF DEEDS OFFICE.

THE CORPORATION MUST FILE AN ANNUAL REPORT AND PAY FRANCHISE TAXES PRIOR TO THE FIRST DAY OF ITS ANNIVERSARY MONTH (MONTH OF INCORPORATION) NEXT YEAR. A PRE-PRINTED ANNUAL REPORT FORM WILL BE SENT TO THE REGISTERED AGENT AT THE ADDRESS SHOWN ON THE RECORDS OF THIS OFFICE APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH.

SECURITIES CANNOT BE ISSUED OR SOLD EXCEPT IN COMPLIANCE WITH THE ILLINOIS SECURITIES LAW OF 1953, 815 ILLINOIS COMPILED STATUTES, 5/1 ET SEQ. FOR FURTHER INFORMATION CONTACT THE OFFICE OF THE SECRETARY OF STATE, SECURITIES DEPARTMENT AT (217) 782-2256 OR (312) 793-3384.

SINCERELY YOURS,

*Jesse White*

JESSE WHITE  
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES  
CORPORATION DIVISION  
TELEPHONE (217) 782-6961



State of Illinois  
Office of  
The Secretary of State

Whereas, ARTICLES OF INCORPORATION OF  
DAVIS TREE CARE AND LANDSCAPE, INCORPORATED  
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN  
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE  
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

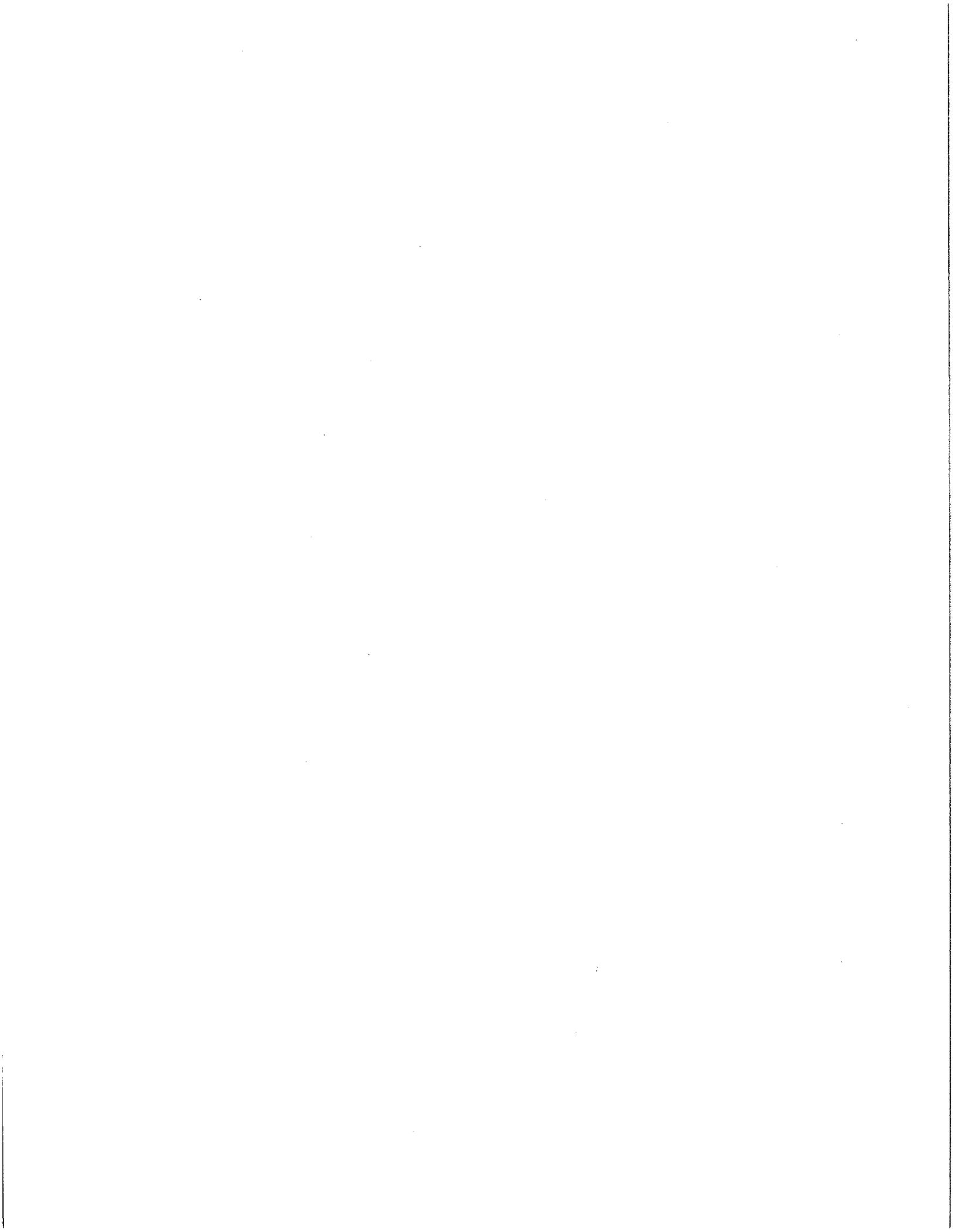
Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 19TH day of MAY A.D. 1999 and of the Independence of the United States the two hundred and 23RD .



*Jesse White*

Secretary of State



HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



First Midwest Bank

100495232

70-2646/719

November 5, 2014

DATE

PAY TO THE ORDER OF

Village of Oak Park

\$ 33,510.00

FIRST MIDWEST BANK 33510 00/100 DTS

Drawer: First Midwest Bank



Security Features Details on Back

*Wickie D. ...* AUTHORIZED SIGNATURE

*J. ...* AUTHORIZED SIGNATURE

FOR Davis Tree Care

TWO AUTHORIZED SIGNATURES REQUIRED FOR AMOUNT OVER \$25,000.00

⑈ 100495232 ⑈ ⑆ 071926469 ⑆ 0888300600 ⑈

