



**New Facility Hours and Appointments**

**APPOINTMENTS REQUIRED** for REAL ID, DL/ID card services and in-car driving tests. Check your local DMV facility for extended hours and appointment availability.



# Business Entity Search

## Entity Information

|                                      |   |                           |              |
|--------------------------------------|---|---------------------------|--------------|
| <b>Entity Name</b>                   | A & B LANDSCAPING AND TREE SERVICE, INC.                                    |                           |              |
| <b>File Number</b>                   | 68306213  | <b>Status</b>             | ACTIVE       |
| <b>Entity Type</b>                   | CORPORATION   | <b>Type of Corp</b>       | DOMESTIC BCA |
| <b>Incorporation Date (Domestic)</b> | 01-07-2012  | <b>State</b>              | ILLINOIS     |
| <b>Duration Date</b>                 | PERPETUAL   |                           |              |
| <b>Annual Report Filing Date</b>     | 02-09-2023  | <b>Annual Report Year</b> | 2023         |
| <b>Agent Information</b>             | RICHARD M. RANDICK<br>600 ENTERPRISE DR STE 110<br>OAK BROOK ,IL 60523-1979 | <b>Agent Change Date</b>  | 02-14-2023   |

## Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Purchase Master Entity Certificate of Good Standing](#)

[File Annual Report](#)

[Change of Registered Agent and/or Registered Office](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)

| Village of Oak Park  |                          |         |        |                   |                |                       |                |                        |                 |                      |                |
|--|--------------------------|---------|--------|-------------------|----------------|-----------------------|----------------|------------------------|-----------------|----------------------|----------------|
| 2024 Parkway Tree Cycle Pruning  |                          |         |        |                   |                |                       |                |                        |                 |                      |                |
|  |                          |         |        | A&B Tree Service  |                | Davis Tree Care, Inc. |                | Kramer Tree Specialist |                 | Winkler Services LLC |                |
| No.  | D.B.H                    | Est. #  |        | Unit Price        | Total by class | Unit Price            | Total by class | Unit Price             | Total by class  | Unit Price           | Total by class |
| 1  | 1" - 4"                  | 898     |        | No Bid            | No Bid         | \$22.00               | \$ 19,756.00   | \$29.00                | \$ 26,042.00    | \$60.00              | \$ 53,880.00   |
| 2  | 5" - 6"                  | 558     |        | No Bid            | No Bid         | \$26.00               | \$ 14,508.00   | \$39.00                | \$ 21,762.00    | \$60.50              | \$ 33,759.00   |
| 3  | 7" - 12"                 | 1494    |        | No Bid            | No Bid         | \$44.00               | \$ 65,736.00   | \$70.00                | \$ 104,580.00   | \$85.50              | \$ 127,737.00  |
| 4  | 12" - 20"                | 2160    |        | No Bid            | No Bid         | \$92.00               | \$ 198,720.00  | \$238.00               | \$ 514,080.00   | \$99.00              | \$ 213,840.00  |
| 5  | 21"-30"                  | 1290    |        | No Bid            | No Bid         | \$130.00              | \$ 167,700.00  | \$330.00               | \$ 425,700.00   | \$165.75             | \$ 213,817.50  |
| 6  | 31" and Over             | 321     |        | No Bid            | No Bid         | \$185.00              | \$ 59,385.00   | \$460.00               | \$ 147,660.00   | \$262.50             | \$ 84,262.50   |
| Total:   |                          |         |        |                   | No Bid         |                       | \$ 525,805.00  |                        | \$ 1,239,824.00 |                      | \$ 727,296.00  |
| 2024 Cycle Pruning Emergency Call Out Rates Per Hour   |                          |         |        |                   |                |                       |                |                        |                 |                      |                |
| 2 men Chipper truck w/chipper  |                          |         |        | \$198.45          |                | \$260.00              |                | \$270.00               |                 | \$250.00             |                |
| 1 man Aerial Lift Truck  |                          |         |        | \$132.30          |                | \$160.00              |                | \$140.00               |                 | \$125.00             |                |
| 1 man Log Loader   |                          |         |        | \$132.30          |                | \$160.00              |                | \$140.00               |                 | \$150.00             |                |
| 1 man Semi Tractor-trailer   |                          |         |        | \$132.30          |                |                       |                | \$140.00               |                 | \$300.00             |                |
| 1 man Crane  |                          |         |        | \$132.30          |                |                       |                | \$225.00               |                 | \$350.00             |                |
| Laborer  |                          |         |        | \$55.13           |                | \$110.00              |                | \$135.00               |                 | \$125.00             |                |
| 2024 Winter Parkway Tree Removals  |                          |         |        |                   |                |                       |                |                        |                 |                      |                |
|  |                          |         |        | A&B Tree Service  |                | Davis Tree Care, Inc. |                | Kramer Tree Specialist |                 | Winkler Services LLC |                |
| No.  | 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 |
| 1  | 0"-11"                   | 10      | 1      | \$3.31            | \$ 33.10       | No Bid                | No Bid         | \$19.00                | \$ 190.00       | No Bid               | No Bid         |
| 2  | 12"-18"                  | 15      | 5      | \$8.27            | \$ 620.25      | No Bid                | No Bid         | \$49.00                | \$ 3,675.00     | No Bid               | No Bid         |
| 3  | 19"-24"                  | 21      | 8      | \$12.13           | \$ 2,037.84    | No Bid                | No Bid         | \$70.00                | \$ 11,760.00    | No Bid               | No Bid         |
| 4  | 25"-30"                  | 27      | 14     | \$14.33           | \$ 5,416.74    | No Bid                | No Bid         | \$79.00                | \$ 29,862.00    | No Bid               | No Bid         |
| 5  | 31"-36"                  | 33      | 14     | \$18.74           | \$ 8,657.88    | No Bid                | No Bid         | \$90.00                | \$ 41,580.00    | No Bid               | No Bid         |
| 6  | 37" and Over             | 38      | 8      | \$18.74           | \$ 5,696.96    | No Bid                | No Bid         | \$95.00                | \$ 28,880.00    | No Bid               | No Bid         |
| Winter Removal Total:  |                          |         |        |                   | \$ 22,462.77   |                       | No Bid         |                        | \$ 115,947.00   |                      | No Bid         |
| 2024 Summer Parkway Tree Removals  |                          |         |        |                   |                |                       |                |                        |                 |                      |                |
|  |                          |         |        | A&B Tree Service  |                | Davis Tree Care, Inc. |                | Kramer Tree Specialist |                 | Winkler Services LLC |                |
| No.  | 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 |
| 1  | 0"-11"                   | 10      | 1      | \$8.28            | \$ 82.80       | No Bid                | No Bid         | \$18.00                | \$ 180.00       | No Bid               | No Bid         |
| 2  | 12"-18"                  | 15      | 27     | \$12.68           | \$ 5,135.40    | No Bid                | No Bid         | \$49.00                | \$ 19,845.00    | No Bid               | No Bid         |
| 3  | 19"-24"                  | 21      | 44     | \$21.50           | \$ 19,866.00   | No Bid                | No Bid         | \$70.00                | \$ 64,680.00    | No Bid               | No Bid         |
| 4  | 25"-30"                  | 26      | 41     | \$25.36           | \$ 27,033.76   | No Bid                | No Bid         | \$79.00                | \$ 84,214.00    | No Bid               | No Bid         |
| 5  | 31"-36"                  | 33      | 23     | \$31.43           | \$ 23,855.37   | No Bid                | No Bid         | \$90.00                | \$ 68,310.00    | No Bid               | No Bid         |
| 6  | 37" and Over             | 41      | 14     | \$38.59           | \$ 22,150.66   | No Bid                | No Bid         | \$95.00                | \$ 54,530.00    | No Bid               | No Bid         |
| Summer Removal Total:  |                          |         |        |                   | \$ 98,123.99   |                       | No Bid         |                        | \$ 291,759.00   |                      | No Bid         |
| Total Removal Price:   |                          |         |        |                   | \$ 120,586.76  |                       | No Bid         |                        | \$ 407,706.00   |                      | No Bid         |
| 2024 Parkway Tree Removal Emergency Call Out Rates Per Hour  |                          |         |        |                   |                |                       |                |                        |                 |                      |                |
| 2 men Chipper truck w/chipper  |                          |         |        | \$198.45          |                | No Bid                |                | \$270.00               |                 | No Bid               |                |
| 1 man Aerial Lift Truck  |                          |         |        | \$132.30          |                | No Bid                |                | \$140.00               |                 | No Bid               |                |
| 1 man Log Loader   |                          |         |        | \$132.30          |                | No Bid                |                | \$140.00               |                 | No Bid               |                |
| 1 man Semi Tractor-trailer   |                          |         |        | \$132.30          |                | No Bid                |                | \$140.00               |                 | No Bid               |                |
| 1 man Crane  |                          |         |        | \$132.30          |                | No Bid                |                | \$225.00               |                 | No Bid               |                |
| Laborer  |                          |         |        | \$55.13           |                | No Bid                |                | \$135.00               |                 | No Bid               |                |
| 2024 Parkway Tree Stump Removals   |                          |         |        |                   |                |                       |                |                        |                 |                      |                |
|  |                          |         |        | A&B Tree Service  |                | Davis Tree Care, Inc. |                | Kramer Tree Specialist |                 | Winkler Services LLC |                |
| No.  | Grind Type               | Est. #  |        | Bid Price         | Total          | Bid Price             | Total          | Bid Price              | Total           | Bid Price            | Total          |
| 1  | Full Grind               | 200     |        | \$275.63          | \$ 55,126.00   | No Bid                | No Bid         | No Bid                 | No Bid          | No Bid               | No Bid         |
| Parkway Restoration with Sod   |                          |         |        | \$11.03           |                | No Bid                |                | No Bid                 |                 | No Bid               |                |
| Park District of Oak Park  |                          |         |        |                   |                |                       |                |                        |                 |                      |                |
| 2024 Park Tree Cycle Pruning   |                          |         |        |                   |                |                       |                |                        |                 |                      |                |
|  |                          |         |        | A&B Tree Service  |                | Davis Tree Care, Inc. |                | Kramer Tree Specialist |                 | Winkler Services LLC |                |
| No.  | Park                     |         |        |                   |                |                       |                |                        |                 |                      |                |
| 1  | Barrie Park (47 Trees)   |         |        | No Bid            |                | \$3,760.00            |                | \$11,450.00            |                 | \$6,000.00           |                |
| 2  | Carrroll Park (22 Trees) |         |        | No Bid            |                | \$1,760.00            |                | \$3,410.00             |                 | \$3,600.00           |                |
| 3  | Euclid Park (30 Trees)   |         |        | No Bid            |                | \$2,400.00            |                | \$6,130.00             |                 | \$5,000.00           |                |
| 4  | Maple Park (110 Trees)   |         |        | No Bid            |                | \$8,800.00            |                | \$28,180.00            |                 | \$10,500.00          |                |
| 5  | Rehm Park (99 Trees)     |         |        | No Bid            |                | \$7,920.00            |                | \$24,260.00            |                 | \$13,500.00          |                |
| Total:   |                          |         |        |                   | \$0.00         | \$24,640.00           |                | \$73,430.00            |                 | \$38,600.00          |                |
| 2024 Park Tree Removals  |                          |         |        |                   |                |                       |                |                        |                 |                      |                |
|  |                          |         |        | A&B Tree Service  |                | Davis Tree Care, Inc. |                | Kramer Tree Specialist |                 | Winkler Services LLC |                |
| No.  | D.B.H                    |         |        | \$ Price per inch |                | \$ Price per inch     |                | \$ Price per inch      |                 | \$ Price per inch    |                |
| 1  | 0"-10"                   |         |        | No Bid            |                | \$10.00               |                | \$23.00                |                 | \$30.00              |                |
| 2  | 10.1" - 18"              |         |        | No Bid            |                | \$16.00               |                | \$63.00                |                 | \$30.00              |                |
| 3  | 18.1"-24"                |         |        | No Bid            |                | \$23.00               |                | \$70.00                |                 | \$48.00              |                |
| 4  | 24.1"-30"                |         |        | No Bid            |                | \$29.00               |                | \$85.00                |                 | \$58.00              |                |
| 5  | 30.1"-36"                |         |        | No Bid            |                | \$38.00               |                | \$90.00                |                 | \$75.00              |                |
| 6  | 36.1" and Over           |         |        | No Bid            |                | \$43.00               |                | \$95.00                |                 | \$80.00              |                |
| 2024 Emergency Call Out Rates Per Hour   |                          |         |        |                   |                |                       |                |                        |                 |                      |                |
| 2 men Chipper truck w/chipper  |                          |         |        | \$198.45          |                | \$260.00              |                | \$270.00               |                 | \$250.00             |                |
| 1 man Aerial Lift Truck  |                          |         |        | \$132.30          |                | \$160.00              |                | \$140.00               |                 | \$125.00             |                |
| 1 man Log Loader   |                          |         |        | \$132.30          |                | \$160.00              |                | \$140.00               |                 | \$150.00             |                |
| 1 man Semi Tractor-trailer   |                          |         |        | \$132.30          |                |                       |                | \$140.00               |                 | \$300.00             |                |
| Laborer  |                          |         |        | \$55.13           |                | \$110.00              |                | \$135.00               |                 | \$125.00             |                |
| 2024 Alternative Non-Emergency Call Out Rates Per Hour   |                          |         |        |                   |                |                       |                |                        |                 |                      |                |
| 2 men Chipper truck w/chipper  |                          |         |        | \$198.45          |                | \$200.00              |                | \$210.00               |                 | \$180.00             |                |
| 1 man Aerial Lift Truck  |                          |         |        | \$132.30          |                | \$125.00              |                | \$110.00               |                 | \$90.00              |                |
| 1 man Log Loader   |                          |         |        | \$132.30          |                | \$125.00              |                | \$110.00               |                 | \$125.00             |                |
| 1 man Semi Tractor-trailer   |                          |         |        | \$132.30          |                |                       |                | \$125.00               |                 | \$250.00             |                |
| Laborer  |                          |         |        | \$55.13           |                | \$100.00              |                | \$105.00               |                 | \$90.00              |                |
| THE VILLAGE AND PARK DISTRICT OF OAK PARK ARE STILL WORKING TO CONFIRM THE QUALIFICATION OF BIDDERS. |                          |         |        |                   |                |                       |                |                        |                 |                      |                |

---

**SECTION I**  
**REQUEST FOR BIDS**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Village and Park District of Oak Park 2024 Comprehensive Tree Maintenance**  
**Bid Number: 23-127**  
**Issuance Date: 08/09/2023**

The Village of Oak Park (VOP) and Park District of Oak Park (PDOP) will receive Bids from qualified contractors to perform tree maintenance during the calendar year 2024 pursuant to this Request for Bids. This Bid covers three (3) separate contracts available with the VOP and one (1) contract with the PDO). Bidders are welcome to bid on any and all of the contracts available. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **2:00 p.m. on Friday, September, 1, 2023**. Bids will be reviewed and the results of the review will be presented to the VOP Board of Trustees and the PDOP Board of Commissioners.

**A mandatory pre-bid meeting shall be held on Wednesday, August 23, 2023 at 11 a.m. at the Public Works Center Conference Room (201 South Blvd., Oak Park, IL 60302).** The Conference Room is on the second floor of the Public Works Center. Bids received from bidders who do not send a representative to the pre-bid meeting shall not be considered.

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

The Village and Park District Boards of Trustees/Commissioners reserve the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Forestry Superintendent, Grant Jones at 708-358-5700 or [gjones@oak-park.us](mailto:gjones@oak-park.us).

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

**Submission of Bids**

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a sealed envelope marked "BID: 23-127 Comprehensive Tree Maintenance", shall bear the return address of the bidder, and shall be addressed as follows:

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

**SECTION II**  
**BID INSTRUCTIONS, TERMS AND CONDITIONS**

**Preparation and Submission of Bid:**

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

**Bid Bond**

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

**Contract Term**

The initial contract term shall be from the date of award to December 31, 2024. The Village and Park District of Oak Park have 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 Director of Public Works or the Superintendent of Parks & Planning for the Park District or his designee.

**Contract Renewal**

The Village or Park District will have the right to renew the contract for two (2) additional one-year terms with all terms and conditions, other than price, remaining the same. The Village or Park District will allow the Bidder to increase or decrease the contract price for each annual renewal.

Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

The contractor shall submit a request for adjustment to the Village or Park District based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Bids to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.

Any applicable adjustment shall take effect on January 1st.

**Notice to Proceed**

Work shall begin within fourteen (14) days from the **Notice to Proceed** from the Village's Director of Public Works or the Superintendent of Parks & Planning for the Park District. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Director of Public Works or the Superintendent of Parks & Planning for the Park District grants an extension.

**Recertification**

If the Village or Park District renews the contract for an additional one-year term, the Bidder will provide the Village or Park District 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 or Park District; price and other factors considered. If otherwise equivalent bids are received, as determined by the Village, the Village will give preference to contractors who are TCIA Accredited or meet the following requirements:

- Are actively enrolled in the TCIA Accreditation Program and on track to complete the process within a two-year period
- Have completed the TCIA mail-in audit and have met 50% of the standards required by TCIA for accreditation.
- By submitting a bid, Contractor authorizes the Village to obtain evidence of compliance from TCIA and authorizes TCIA to release such information to the Village. In the event that the Village is unable to obtain such information as it deems necessary to determine compliance, on or before bid opening date, above compliance shall be deemed unmet.

**Costs of Preparation**

The Village or Park District 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 and Park District of Oak Park as Illinois municipalities pay neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number VOP - E9998-1823-06 and PDOP – E9997-9934-07). 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 or Park District Board of Trustees.

**Investigation of Contractors**

The Village or Park District 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 or Park District 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 or Park District with any information the Village or Park District may request, and shall be prepared to show completed work of a similar nature to that included in its Bid. The Village or Park District reserves the right to visit and inspect the premises and operation of any Contractor.

**Rejection of Contractor**

The Village or Park District 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 or Park District will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village or Park District 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 or Park District of Oak Park and Village Code and laws of the State of Illinois.

**Governing Law**

All agreements entered into by the Village or Park District 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 or Park District 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 or Park District of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village or Park District 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 or Park District. If the Village or Park District changes the Bid, either by clarifying it or by changing the specifications, the Village or Park District will issue a written addendum, and will email a copy of the addendum to all prospective Contractors. The Village or Park District 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 or Park District 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 or Park District.

### **Agreement**

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

### **Contract Bond**

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

**Fees and Cost**

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

**Dispute Resolution**

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

**Village and Park District of Oak Park Logo or Likeness Use**

The official logo of the Village or Park District of Oak Park is not to be used in any form. Use of the Village or Park District logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

**Living Wage/Minimum Wage**

See Section XIII – Agreement.

**Hold Harmless**

See Section XIII - Agreement.

**Insurance**

See Section XIII - Agreement.


**Termination of Agreement**

See Section XIII - Agreement.

**SECTION III**  
**GENERAL SPECIFICATIONS**

**Scope of Work**

The Village or Park District is seeking Bids from qualified arboriculture contractors for the maintenance and removal of village-owned trees within the Village or Park District of Oak Park. Four (4) separate types of contracts will be awarded through this bid: 1) Village Parkway Tree Cycle Pruning, 2) Village Parkway Tree Removal, 3) Village Parkway Tree Stump Removal, 4) Park District Tree Removal and Pruning. Additional "Add On / On Demand" items are included with some contracts and are required to be bid on. Work will be assigned by the Village or Park District as necessary. Particular emphasis will be placed on high standards of quality and professionalism, including safety, timeliness, cleanliness, and thoroughness. All arboriculture contract work shall be done in accordance with the latest editions of the 1) ANSI Z133 standards for Arboriculture Operations, 2) ANSI A300 standards for Tree Care Operations, and 3) ISA Best Management Practices: Pruning . Contractors that bid multiple contracts may be required to prove their ability to service the multiple contracts at the same time.



### **Responsibility of Contractor**

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

### **Extent of Services, Alterations, Omissions and Extra Work**

The Village or Park District reserves the right to award multiple contracts from this bid including multiple contracts for a single type of work or single season. The Village or Park District reserves the right to award the contract to the lowest qualified and responsible bidder.

If otherwise equivalent bids are received, as determined by the Village, the Village will give preference to contractors who are TCIA Accredited or meet the following requirements:

- Are actively enrolled in the TCIA Accreditation Program and on track to complete the process within a two-year period
- Have completed the TCIA mail-in audit and have met 50% of the standards required by TCIA for accreditation.
- By submitting a bid, Contractor authorizes the Village to obtain evidence of compliance from TCIA and authorizes TCIA to release such information to the Village. In the event that the Village is unable to obtain such information as it deems necessary to determine compliance, on or before bid opening date, above compliance shall be deemed unmet.

The Village or Park District 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.

### **Workers**

The bidders shall employ competent laborers and shall replace at the request of the Director of Public Works or the Superintendent of Parks & Planning for the Park District 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 or Park District 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 or Park District of Oak Park, except as authorized by the Director of Public Works or the Superintendent of Parks & Planning for the Park District.

### **Method of Payment**

The Village or Park District of Oak Park will pay monthly, all undisputed 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%.

**Standard of Care**

The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended. Current copies attached as exhibit A.

The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or Park District or the Contractor with respect to this Agreement.

**Certified Payroll**

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

**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 or Park District. The Contractor may only proceed with the Change upon receipt of the written Change Order signed by the Village or Park District.

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 or Park District 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 or Park District 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 or Park District 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 or Park District of Oak Park Board of Trustees.

#### **Correction of Work Prior To Final Payment**

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

1. Promptly repair or replace the defective work, without expense to the Village or Park District, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village or Park District 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 or Park District to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village or Park District'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 the Superintendent of Parks & Planning for the Park District 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.

#### **Dispute Resolution**

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees.

Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

### **Reporting Requirements**

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

### **Detail Specifications: All Contracts**

1. Location of Tree Maintenance Work

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

2. 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 or Park District.

3. Idling of Equipment

The Department of Public Works and Park District of Oak Park have 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.

4. Electric Leaf Blower and Noise Restriction

The contractor shall use battery-powered leaf blowers and comply with the Village's leaf blower ordinance (Section 8-41-1). The contractor shall comply with the Village's noise ordinance (Section 17-1-30-H) which states leaf blowers must not exceed 65 decibels per the manufacturer's specifications. Contractor must meet all requirements outline within the Village or Park District Code. Copies of the code can be found on the Village Website or provided by the Department of Public Works.

5. Periodic Inspection

Upon request the contractor must provide the location of crews working within the Village or Park District. The Director of Public Works or the Superintendent of Parks & Planning for the Park District or his representative will periodically inspect the work and will always be available should any problems arise. The Director of Public Works can be contacted at 708-358-5700.



6. Obstruction of Streets and Rights-of-Way

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

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



If street closure is necessary to facility any work the contractor must call Public Works at 708-358-5700 before closure and after opening the street so Village staff can alert police, fire, and regional transit of the closure.

7. 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 Director of Public Works or the Superintendent of Parks & Planning for the Park District or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Director of Public Works or the Superintendent of Parks & Planning for the Park District, 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. All arboriculture contract work shall be done in accordance with the latest addition of the ANSI Z133 standards for Arboriculture Operations.



8. Motorized Equipment

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Director of Public Works or the Superintendent of Parks & Planning for the Park District 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.

9. Parking

No off-street parking for equipment shall be provided for by the Village or Park District of Oak Park on any of the Village or Park District's public properties except as may be designated by the Director of Public Works or the Superintendent of Parks & Planning for the Park District.

10. 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 maintenance operations.

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

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

11. Pedestrian Traffic Control

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

**Detail Specifications: Village Parkway Tree Cycle Pruning Contract**

The Village is seeking bids from qualified arboriculture contractors for the pruning of parkway trees and other Village-owned trees within the Village of Oak Park.

1. Location of Tree Pruning 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 trees over 1 inch in diameter on inventory sheets supplied to the Contractor in the general area designated on the bid sheet shall be pruned. All tree pruning work is to be done in accordance with the enclosed pruning specifications.

The overall project will be broken up into smaller subsections. Upon completion of a subsection, the contractor will be provided the tree list for the next subsection. This is to allow for better tracking and ensure completion of the project.

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.

2. Extent of Services

The bidder shall prune all trees designated on pruning sheets and commence work no later than January 2, 2024 (weather dependent). Contractor must be onsite each week and prune a minimum of **300 trees each week for the length of the contract**. All work shall be completed by April 12, 2024, unless the Village's

↳ may be extended

Director of Public Works grants an extension. Diameter inch estimates per size class are provided on the bid sheet.



3. Project Supervision

The bidder shall designate a project supervisor who will be the primary contact for the contract. This person must be onsite at all times and meet daily with Village representatives and oversee the operations of the crew. This person cannot be a tree worker and must be an International Society of Arboriculture Certified Arborist or Certified Tree Worker.

4. Inspection and Project Meetings

The bidder's project supervisor shall notify the office of the Director of Public Works at the beginning and end of any workday where crews are in Oak Park giving the location of that day's work. The Director of Public Works must also be notified on any work day that crews will not be in Oak Park prior to completion of the project.

The Director of Public Works or his designee will inspect the work daily and will always be available should any problems arise. The project supervisor should expect to meet daily with the Director of Public Works or his designee to discuss the past work completed and upcoming issues.

The Director of Public Works may appoint a consultant to oversee the daily work and progress of this contract. In those cases, all issues related to the contract shall be run through the consultant.

5. Resident Vehicle Parking Issues

It shall be the bidder's responsibility to ensure the proposed work area each day is clear of vehicles. The Village will provide a limited number of "No Parking" signs for the contract, but it will be the responsibility of the bidder to move the signs each day for the next day's work. The bidder will not be permitted to post more blocks than can be accomplished in any one day. Special attention should be paid to areas around schools and multi-unit dwellings to minimize impact to the residents. While the Village has an overnight parking ban, that cannot be relied on to provide clear streets. The Village will not assist the bidder with contacting residents or vehicle relocation if they have not properly posted parking restrictions.

6. Method of Measuring

Trees to be pruned 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.

*1. Allow Topped  
in 3/14/23*

## 7. Pruning Specifications

**Objectives: 1) Prune trees to mitigate risk and 2) provide clearance from buildings, allow traffic and pedestrians to pass by the tree unimpeded, and maintain clear lines of site at intersections and near signs. 3) Additionally, prune trees 10" in diameter or less to develop good structure.**

- i. Trees to be pruned in accordance with the latest revisions of both the 1) ANSI A300 Pruning Standards and 2) ISA's Best Management Practices: Pruning.
- ii. Types of Pruning Cuts
  - a. Reduction cuts should only be made to a live lateral branch or codominant stem when it can be expected to sustain the remaining branch or stem. The remaining lateral branch should typically be at least one-third the diameter of the stem or branch being removed. The reduction cut should be made at a slight angle to the remaining branch or codominant stem, without damaging the branch bark ridge and without leaving a stub.
  - b. Branch removal cuts shall be made without cutting into the branch bark ridge or branch collar, or leaving a stub. When a branch collar is not apparent, the branch removal cut shall be made without cutting into the branch bark ridge or, parent stem, and shall not leave a stub.
  - c. Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
  - d. Flush cuts are not permitted.
  - e. Lions'-tailing and topping are not permitted.
  - f. Chainsaw rash is not permitted
  - g. Hand-held power pruners shall not be used.
- iii. Timing
  - a. No oaks, American elms, or hybrid elm trees will be pruned between April 1 and October 15. These dates are subject to change by the Forestry Superintendent based on current weather conditions.
  - b. Trees 10 inches in diameter and smaller should not be pruned after bud break until approximately July 1 to allow trees to recover from leaf expansion.
- iv. Pruning Requirements
  - a. Prune all trees using a natural system to maintain the natural form and shape of the tree so far as is possible. Appropriate crown reduction methods are preferred where parkway width is sufficient to gain specified clearances, particularly when pruning Tilia species and trees in the 6"-16" size class.

- b. Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than two inches in diameter from all trees. Remove all sucker growth on the main trunk(s) to the first main crotch.
- c. To avoid misunderstanding, the terms in part “b” above will be used as defined below:
  - 1. “Sucker Growth” - The bushy and undesirable growth of small shoots on the trunk of a tree or in close proximity to the trunk.
  - 2. “Interfering Branches” - Branches which are growing in contact with or within eight (8) feet of signage, manmade structures or overhanging a structure.
  - 3. “Objectionable Branches” - Branches, which are growing in such a manner that, they cause unnecessary crowding, or are undesirable if the natural form and shape of the tree is to be achieved, or are growing in a direction heading into the crown of the tree.
- d. Pruning cuts greater than 4” in diameter shall not be made into live growth without first contacting the Director of Public Works or his designee.
- e. Reduction cuts should be made to a lateral branch that is at least one-third the diameter of the parent stem or branch.
- f. No more than approximately one-fourth of foliage of the tree shall be removed. Removing less live growth is preferred if objectives are met or if the tree appears stressed.
- g. Remove one of two or more crossed and/or rubbing branches greater than 1 inch in diameter from all trees where practical.
- h. All cuts to be made sufficiently close to parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. (see ii.b above)
- i. Rope down all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent privately-owned shrubs, trees, or flowers.
- j. No person working in trees shall use shoes with spikes or any other footwear, which will, in the Village’s opinion, injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.
- k. It will be the Contractor’s responsibility to notify and coordinate with the utility company for the removal of branches extending through power and/or telephone lines, so the pruning operations will not be delayed. (duplicate from 1. Location of Tree Pruning Work)

v. Clearance

- a. Lower branches must be raised to a height of allowing a minimum of eight (8) feet of pedestrian access on the sidewalk at the end of a four-year period.
- b. Raise all lower branches and hanging branches to a minimum height of sixteen (16) feet where practical and if possible on trees over 16" in diameter over the street.
- c. Do not unnecessarily raise trees on the sidewalk side to match street clearances.
- d. Upon completion of pruning, there shall be a minimum of 10 feet clearance from house and buildings (including roofs). Situations where this minimum cannot be met without undue harm to the tree need to be approved by the Director of Public Works or his designee.
- e. Clear all streetlight and traffic control devices including non-illuminated signage to allow adequate lighting and sign visibility for the length of the prune cycle. Clear small parkway trees to allow natural growth habit without severely altering the form of the larger tree.

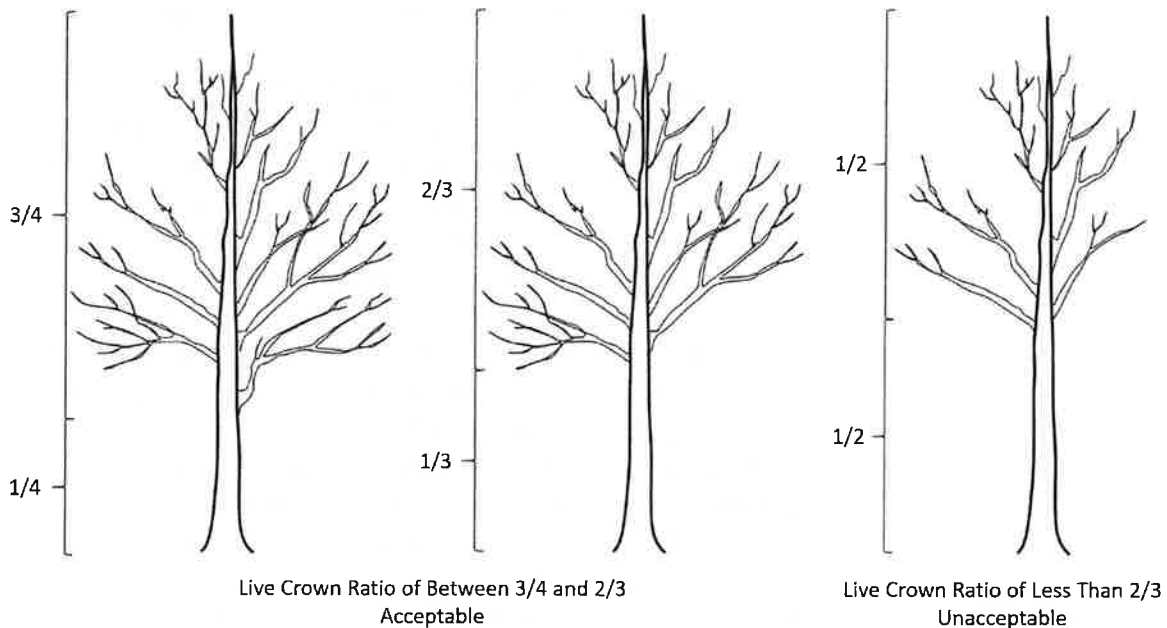
vi. Risk Reporting

- a) Report any structural weakness, decayed trunk or branches, split crotch or branches, or girdling roots within 24 hours of locating to the Director of Public Works or his designee.

vii. The following only applies trees that are 1-10" in diameter.

- a) **Objective: To achieve a strong central leader along with a strong scaffold branch structure. This is best accomplished using a top-down method.**
- b) Remove or subordinate super-dominant branches (50% or more of the diameter of the parent stem) with reduction cuts.
- c) Prune for central leader by removing or subordinating co-dominant stems with reduction cuts.
- d) Prune to remove or subordinate v-crotches with reduction cuts to avoid these attachments from developing included bark in the future.
- e) Identify lowest permanent scaffold branch and prune to expose it to full sun and to eliminate competition. To avoid removing excessive foliage, reduction cuts may be needed to subordinate temporary branches to slow their growth rate.
- f) Potential scaffold branches should be:
  - a. Vertically spaced 18-24" apart. Scaffold branches to remain on mature tree should be spaced at 3 feet if growing above one another.

- b. Only one scaffold branch should remain per node (point of attachment).
- c. Scaffold branches should alternate around the trunk of the tree and not only be located directly above each other.
- d. Scaffold branches should be no more than  $\frac{1}{2}$  the diameter of the trunk immediately above the branch.
- e. Retain lateral branches along limbs, but each should be less than  $\frac{1}{2}$  the diameter of the limb at attachment. At least  $\frac{1}{2}$  of the foliage should be on branches (temporary and permanent) arising in the lower  $\frac{2}{3}$  of the tree. Similarly, branches should have like distribution of foliage along their length (lion's-tailing will not be permitted).
- g) Limb up temporary branches from the bottom  $\frac{1}{3}$  of the tree.
- h) Subordinate or remove branches that interfere with pedestrian or vehicular traffic. Only remove the part that interferes and be conservative.
- i) Remove and dead or broken branches from the upper canopy and water sprouts or suckers from the roots and trunk.
- j) Do not remove more than  $\frac{1}{4}$  of the leaf area of the tree or create a live crown ratio of less than  $\frac{2}{3}$  of the tree (Figure 1). If more pruning is necessary, contact the Director of Public Works or his designee prior to any additional work.
- k) If the above pruning will not be possible for a given tree contact the Director of Public Works or his designee



**Figure 1.** Acceptable and unacceptable live crown ratios for younger parkway trees ( $\leq 10''$  DBH) at the completion of structure pruning.

8. Cleanup

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

9. Removal of Debris

All debris from tree pruning operations shall be removed from the site and from the Village of Oak Park the same business day debris has been created, unless authorized by Director of Public Works or his designee. No onsite or Village owned areas will be designated as debris storage areas. Payment for removal and disposal of debris is to be included in the unit price.

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.

10. 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**. If the project supervisor is not onsite at all times another staff member must be a "Certified Arborist" or "Certified Tree Worker". They must have the authority to direct the work onsite. They must be able to speak articulately to residents and Village staff about the work occurring onsite. This person cannot be functioning as

a supervisor and tree worker at the same time (per item 3 – Project Supervision above).

11. Reporting and Punch Lists

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 Director of Public Works 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, including the specific days individual trees were pruned for the previous week.

The Director of Public Works or his designee will review the completed work and provide a punch list for trees and locations that have not met the specifications of the contract. The bidder will not be paid for an invoice including those locations until the associated punch list items have been addressed and confirmed complete.

12. “On Call” Emergency Work

The bidder is required to provide On Call Emergency work and equipment as necessary. Failure to respond or provide the requested equipment and services may be considered a breach of contract.

a. Contact

The bidder is required to provide a twenty-four (24) hour contact number for the Village to request emergency services.

b. Response Time

In case of emergency, the bidder is required to provide the requested equipment and staff to the Village within two (2) hours of a call out.

c. Contractor Release

The bidder shall not pull work crews from the Village without the approval of the Director of Public Works. Early release of crews may be considered a breach of contract.

**Detailed Specifications: Village Parkway Tree Removal**

The Village of Oak Park owns and is responsible for maintaining parkway and other trees across the Village. All removal work shall be done in a safe manner and bidder is required to follow the latest ANSI Z133 standards for Arboriculture Operations.

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



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 Director of Public Works grants an extension.

The bidder shall remove ALL trees designated as “summer removals” within time frame specified for those removals – May 1 through November 30 - unless the Director of Public Works grants an extension.



3. Removal Lists

The contractor will be provided removal lists in quantities no less than 10 trees and no more than 40 trees. Upon confirmed completion of a list, contractors will be provided additional tree lists as necessary. Trees will be marked with a white paint dot on the trunk. The removal of marked trees not assigned is prohibited.



All trees designated as removals on a list 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 unless the Village Director of Public Works grants an extension. The removal of American elms shall be given priority during summer periods. All elm trees on that list must be removed within ten (10) working days of the receipt of the list



4. Removal Equipment

**All trees designated as “Removals” over 25 inches diameter shall be removed by crane.** The felling of whole trees is discouraged because of the inherent risk and perceived danger by residents. The preferred method of removal is the piecing down of the limbs and trunk through the use of equipment and rigging.



Primary removal contractor shall have a crane. It shall be readily accessible for contractor to use for removals and storm clean-up.

5. Utility Coordination and Infrastructure Protection

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.

6. Tree Protection

If a neighboring tree needs pruning in order to complete a removal on the list, contact the Director of Public Works or his designee prior to any pruning. They will inspect the neighbor tree and discuss the work plan with the removal contractor.

7. Tree Stump

All trees shall be removed to a point that leaves a stump no more than four inches (4”) high.

8. Cleanup

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

9. Removal of Debris

All debris from tree removal operations shall be removed from the site and from the Village of Oak Park the same business day it was created, unless authorized by Director of Public Works or the Superintendent of Parks & Planning for the Park District 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.

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.

10. 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.



11. 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 Director of Public Works 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.



12. "On Call" Emergency Work

The bidder is required to provide On Call Emergency work and equipment as necessary. Failure to respond or provide the requested equipment and services may be considered a breach of contract.

d. Contact

The bidder is required to provide a twenty-four (24) hour contact number for the Village to request emergency services.

e. Response Time

In case of emergency, the bidder is required to provide the requested equipment and staff to the Village within two (2) hours of a call out.

f. Contractor Release

The bidder shall not pull work crews from town without the approval of the Director of Public Works. Early release of crews may be considered a breach of contract.

### Detailed Specifications: Village Parkway Tree Stump Removal

The Village is seeking bids from qualified arboriculture contractors for the removal of parkway tree stumps and other Village-owned tree stumps within the Village of Oak Park. All stump removal work shall be done in a safe manner and bidder is required to follow the latest ANSI Z133 standards for Arboriculture Operations.

1. Extent of Services

Two separate stump removal and restoration periods are designated – **Spring** (April 1 through June 15), and **Fall** (September 1 through November 30).

2. Location of Tree Stump 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 stumps in the Village parkway on the streets in the general area shall be removed. All stump removal and restoration work is to be done in accordance with the enclosed removal specifications.

3. Commencement of Work

The bidder shall remove and restore all stumps designated as “Spring Period Stumps” within time frame specified for those removals, April 1 through June 15, unless the Director of Public Works or his designee grants an extension. Total number of stump removals is estimated at 100 stumps for this period.

All stumps designated as “Fall Period Stumps” shall be removed within the time frame specified for those removals, September 1 through November 15. Total number of stump removals is estimated at 100 stumps for this period.



4. Stump Removal

In an effort to facilitate future planting in the parkway, the contractor shall remove all tree stumps and buttress roots designated by the Director of Public Works completely or to a depth of twenty-four inches (24”) below the adjacent ground level. Additionally, the contractor shall remove all surface and adjacent subsurface roots as may be necessary to allow for planting directly in or adjacent to the stumping site and remove any additional turf or soil to eliminate “humps” or mounds in the parkway. All parkway areas are to be left flat and meet original grade and pitch from sidewalk to curb.

5. Site Appearance and Disposal of Stump Grindings

After grinding (removal) of a tree stump and all associated roots, the Contractor shall remove all stump grindings and associated debris from the site with appropriate tools and equipment for the job. Stumps, grindings, and debris shall be placed away from the curb and gutter, street, sidewalk, and private property immediately to eliminate hazards to vehicular and pedestrian traffic, and to eliminate damage to private property. The contractor shall clean up the site and remove all grindings and debris within twenty-four (24) hours of grinding. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawns during tree stump removal

operations. The bidder shall leave a barricade or cone in every cleaned hole until the location is backfilled.

Grinding debris generated by the work described in this contract shall be the responsibility of the contractor. Payment for removal and disposal of debris is to be included in the unit price. Environmentally accepted practices of debris disposal are also an important part of this work.

6. Backfilling

All areas where stumps have been removed and areas disturbed by the removal operation shall be backfilled and compacted to the level of the adjoining grade with pulverized black dirt (topsoil). This shall occur after the Director of Public Works or his designee confirms the stump grinding and cleaning has been done in a manner satisfactory to the contract. All holes must be backfilled within two business days of approval of Village staff. The Contractor shall supply his own topsoil. The topsoil shall be properly leveled and compacted so as to ensure a minimum of settlement of the backfill material. Grindings (chips) and debris must not be used as backfill material.

7. Seeding

All adjacent disturbed areas and areas where backfill material was installed shall be seeded. Seed shall be a mixture composed of fifty (50%) percent Kentucky Bluegrass, thirty (30%) thirty percent Perennial Rye Grass, and twenty (20%) percent Creeping Red Fescue or other mix approved by the Director of Public Works or his designee

8. Stumping Oversight by the Village

The Village will provide the contractor with lists of approximately 30 stumps for completion the next business week. All stump grinding and cleaning associated with the work list must be completed within the first two (2) business days of the week (weather dependent). Within one (1) business day of confirmation from the bidder that work has been completed, the Director of Public Works or his designee will inspect the locations and verify they meet the specifications of the contract. The bidder will be notified of locations that are found to be insufficiently ground, cleaned, or leveled. Sites must be corrected at no additional cost to the Village. Once the bidder receives confirmation of approved sites they will have 2 business days to backfill and seed the locations. Once the list has been completed and verified by Village staff a new list will be generated. This process will repeat until the planned stump removals for the period are complete.

9. Notification to the Resident

Upon backfilling and seeding a location the bidder shall leave a notice to the adjacent property owner regarding the completion of the work and the necessary watering. This notice will be provided by the Village and will be either a door hanger or a post-it note to attach to the front door or window.

10. J.U.L.I.E.

The Contractor is responsible for any damage done to underground utilities while working in the parkway. The Contractor will submit the stump list to J.U.L.I.E. to be located prior to stump removal. The Contractor must submit the list to J.U.L.I.E. no more than three (3) working days after receipt from the Village. The Contractor must otherwise comply with all J.U.L.I.E. requirements.

11. Sucker Growth

In the event that adventitious (sucker) growth should occur, the contractor shall be responsible for regrinding to eliminate sucker growth during a period of one year after initial grinding. Re-grinds must also be restored to grade and reseeded at no additional charge to the Village. Care shall also be taken not to damage other trees, shrubs, or lawns during stump removal and restoration operations.

12. Method of Measuring

Stump removal shall be done on a flat rate, "per stump" basis. (10" or larger)

13. Reporting

The bidder is responsible for keeping the Village updated on its work. The Village requires that the bidder provide immediate notice upon completing grinding and cleaning for inspection. The bidder must also alert the Village to completion of a list for inspection and assignment of additional stumps.

14. Add On Parkway Restoration

The bidder shall provide pricing for parkway restoration work. In some instances, the parkway may be so disturbed or changed as a result of the parkway tree or the tree removal process that entire restoration with the installation of sod may be called for. These locations will be identified by the Village and the total square yardage of the proposed restoration will be determined. The bidder will be required to remove any additional material or bring in additional top soil to restore the original grade of the parkway between the sidewalk and the curb for the length determined by the Village. The bidder will then install sod at the location. Pricing will be based on a square yard price for sod installation. All additional work, not including the parkway tree stumping is incidental to the sod price. If stumping is required at one of these locations it will be paid at the regular contract rate in addition to the square yard sod installation price.

**Detailed Specifications: Park District of Oak Park - Park Tree Pruning or Removal**

**Scope of Work**

The Park District is seeking bids from qualified arboriculture contractors for the aerial pruning of park trees and the removal of selected trees within the Park District of Oak Park on an as needed basis. Current estimates for 2024 are removal of approximately 50-100 caliper inches and select pruning of all trees over 10" DBH in five (5) park sites.

### **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.

### **Detailed Specifications**

#### **Removals**

##### **1. Location of Tree Removal Work**

The location of the work will be the twenty-three (23) Park District sites within the Village of Oak Park, Illinois. All designated trees in the parks shall be removed and the stumps ground to a minimum four to eight inches (4-8") below grade. All tree removal work is to be done in accordance with the enclosed removal specifications.

It will be the bidder's responsibility to arrange all J.U.L.I.E. studies and 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. 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.

##### **3. Commencement of Work**

The bidder shall remove all selected trees within time frame specified for those removals unless the Superintendent of Parks & Planning grants an extension.

Diameter inch total across all size classes for annual removals is estimated at a minimum 300 inches. Trees will be marked with a paint dot on the trunk.

##### **4. 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.

5. Removal of Stumps and Debris

All stumps shall be ground to a depth of four (4) to eight (8) inches below grade. All grindings and 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 Superintendent of Parks & Planning or his representative. No on site or Park District 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 parks over weekends or holidays. In addition, keeping debris off 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.

**Pruning**

Location of Tree Pruning Work

1. The location of the work is known as: Park District of Oak Park, Illinois. Specific sites within the Park District are:

- A) Barrie Park: 1000/1011 S. Lombard 47 Trees
- B) Carroll Park: 1125 S. Kenilworth 22 Trees
- C) Euclid Park: 705 W. Fillmore 30 Trees
- D) Maple Park: 1105 S. Maple 110 Trees
- E) Rehm Park: 515 Garfield 99 Trees

Additional requests for pruning of specific tree(s) may be made (see non- emergency pricing)

All trees over 10 inches in diameter in the designated parks shall be pruned. All tree pruning work is to be done in accordance with the enclosed pruning 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. All trees to be trimmed in accordance with the revised Pruning Standard for Shade Trees, latest edition, ANSI A300 (1995) pruning standards. Prune all trees so the natural form and shape of the tree is achieved so far as is possible. In the case of American Elms, prune trees so a “cathedral arch” effect is achieved. Crown reduction method preferred, particularly when pruning *Tilia* species and trees in the 8”-16” size class, with no more than one quarter of leaf surface to be removed. Balance tree evenly. Lower branches must be raised to a height of allowing 8 feet for pedestrian access.
3. For trees 8”-16” in diameter:
  - Prune for central leader (if possible) by removing or subordinating co-dominant stems with drop-crotch cuts.
  - Prune for scaffold limb selection. Thinning or subordinating cuts may need to be made to these branches to slow their growth rate.
  - Potential scaffold branches should be vertically spaced 18” apart. Scaffold branches to remain on mature tree should be spaced at 3 feet if growing above one another.
  - Scaffold branches should be no more than ½ the diameter of the trunk immediately above the branch
  - Retain lateral branches along limbs, but each should be less than ½ the diameter of the limb at attachment.
  - At least ½ of the foliage should be on branches (temporary and permanent) arising in the lower 2/3 of the tree. Similarly, branches should have like distribution of foliage along their length.
4. Raise all lower branches and hanging branches to a minimum height of 16 feet where practical on trees over 16” in diameter. Not more than one-fourth of foliage of **mature** trees to be removed.
5. Contractor responsible for re-prunes for a period of one year after completion of pruning section. Remove all sucker growth on the main trunk(s) to first main crotch. Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than two inches in diameter from all trees.
6. Remove one of two or more crossed and/or rubbing branches greater than 2 inches in diameter from all trees where practical.
7. All cuts to be made sufficiently close to parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.
8. Rope down all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent shrubs, trees, or flowers.

9. Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
10. Report any structural weakness, decayed trunk or branches, split crotch or branches, or girdling roots within 24 hours of locating to the Grounds Maintenance Supervisor.
11. No person working in trees shall use shoes with spikes or any other footwear, which will, in the Park District's opinion, injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.
12. Upon completion of pruning, there shall be a minimum of 10 feet clearance from play equipment and buildings (including roofs).

To avoid misunderstanding, the terms in part 5 above will be used as defined below:

- A. "Sucker Growth" - The bushy and undesirable growth of small shoots on the trunk of a tree or in close proximity to the trunk.
- B. "Interfering Branches" - Branches which are growing in contact with or within (15) feet of signage, manmade structures or overhanging a structure.
- C. "Objectionable Branches" - Branches, which are growing in such a manner that, they cause unnecessary crowding, or are undesirable if the natural form and shape of the tree is to be achieved, or are growing in a direction heading into the crown of the tree.

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

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

### **General**

#### **1. 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 Park

District.

2. Idling of Equipment:

The Park District of Oak Park has a “No Idling” policy. The bidder is expected to adhere to this policy as they are an extension of the Buildings & Grounds Department staff.

3. Periodic Inspection

The bidder shall notify the office of the Grounds Maintenance Supervisor 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 Grounds Maintenance Supervisor 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 Grounds Maintenance Supervisor or his representative will periodically inspect the work and will always be available should any problems arise. The Grounds Maintenance Supervisor can be contacted at 708-725-2052.

4. 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.

5. Obstruction of Streets and Rights-of-Way

When necessary, the bidder shall arrange to keep sidewalks open for traffic if at all possible, and to block portions of the streets only when deemed necessary for safety.

If working from the street, 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.

6. 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 Superintendent of Parks & Planning or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Superintendent of Parks & Planning, 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.

7. Parking

No off-street parking for equipment shall be provided for by the Park District of Oak Park on any of the Park District’s public properties except as may be designated by the Superintendent of Parks & Planning.

8. Pedestrian Traffic Control

When working over sidewalks and walkways in the parks, while overhead removal work is taking place, the bidder shall block off the sidewalk to pedestrian traffic immediately under the trees being removed.

9. 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 a signed copy of their 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 public use.

**Licenses and Permits**

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

**Alterations, Omissions and Extra Work**

The Park District 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 Park District of Oak Park will pay all undisputed 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 Park District. The Contractor may only proceed with the Change upon receipt of the written Change Order signed by the Park District.

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 Park District 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 Park District 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 Park District of Oak Park Board of Commissioners.

#### **Correction of Work Prior To Final Payment**

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

1. Promptly repair or replace the defective work, without expense to the Park District, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Park District 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 Park District to have the work repaired. Such a deduction from the agreement price shall in no way affect the Park District'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 Superintendent of Parks & Planning 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 Superintendent of Parks & Planning 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 Park District 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 Park District of Oak Park, except as authorized by the Superintendent of Parks & Planning.

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

**Termination of Agreement**

If the Contractor violates any term or provision of this Contract, then the Park District may, at its discretion, terminate this agreement immediately.

**SECTION IV**  
**BID FORM (Pricing)**

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Village and Park District of Oak Park 2024 Comprehensive Tree Maintenance and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below should be for 2024 only. The contract would include quantities estimated below in 2025 and 2026. Bid bond amount should be 10% of the sum of "Total Cost for 2024" amount listed below for each contract being bid on.

**Bidders can bid on any or all Items 1-4.**

**Item 1: Village Parkway Tree Cycle Pruning**

The prune area for 2024 includes all Village owned parkway trees south of and including the trees on the south parkway of North Avenue to Chicago Ave. including the trees on the north parkway of Chicago Ave. between N. Austin Blvd. (west parkway only) to Harlem Ave. (east parkway only).

**Parkway Tree Pruning**

| Size<br>Class D.B.H.  | Unit<br>Price(\$) | Est. 2024<br>Quantity      | \$ Total Cost     |
|-----------------------|-------------------|----------------------------|-------------------|
| 1 – 4 inch diameter   | \$ <u>22</u>      | X <u>898</u>               | \$ <u>19,756</u>  |
| 5 - 6 inch diameter   | \$ <u>26</u>      | X <u>558</u>               | \$ <u>14,508</u>  |
| 7 – 12 inch diameter  | \$ <u>44</u>      | X <u>1494</u>              | \$ <u>65,736</u>  |
| 13 - 20 inch diameter | \$ <u>92</u>      | X <u>2160</u>              | \$ <u>198,720</u> |
| 21 - 30 inch diameter | \$ <u>190</u>     | X <u>1290</u>              | \$ <u>167,700</u> |
| over 31 inch diameter | \$ <u>185</u>     | X <u>321</u>               | \$ <u>59,385</u>  |
|                       |                   | <b>Total Cost for 2024</b> | \$ <u>525,805</u> |

**“On Call” bid price for EMERGENCY CALL-OUT RATES (Do not include in Bid Bond)**

|   |               |
|---|---------------|
| Per hour – 2 men, Chipper truck w/chipper | \$ <u>260</u> |
| Per hour – 1 man, Aerial Lift truck       | \$ <u>160</u> |
| Per hour - 1 man, Log Loader              | \$ <u>160</u> |
| Per hour - 1 man, Semi tractor-trailer    | \$ _____      |
| Per hour – 1 man, Crane                   | \$ _____      |
| Per hour - Laborer                        | \$ <u>110</u> |







**Item 3: Village Parkway Tree Stump Removal**

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the parkway tree stump removal contract and will furnish all of the insurance documents and security deposits as stipulated. The unit pricing listed below is for 2024 only.

| <b><u>Estimated Quantity</u></b> | <b><u>Unit Cost</u></b> | <b><u>Total Cost for 2024</u></b> |
|----------------------------------|-------------------------|-----------------------------------|
| 200 Stumps (2024)                |                         |                                   |
| Grinding, Clean up & Restoration | \$ _____                | \$ _____                          |

**“Add On” Parkway Restoration Rate (Do not include in Bid Bond)**

Parkway Restoration with Sod Installation (square yard)    Unit Cost:    \$ \_\_\_\_\_

**Item 4: Park District of Oak Pak Park Tree Pruning and Removal**

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the tree pruning and removal contract and will furnish all of the insurance documents and security deposits as stipulated. The unit prices listed below are for 2024 only. The contract, if renewed, would include quantities estimated for 2025 and 2026.

**Park Tree Removal January 1 – December 31, 2024**

| <u>Size</u>  |               |                       |
|--------------|---------------|-----------------------|
| <u>Class</u> | <u>D.B.H.</u> | <u>\$Price / Inch</u> |
| 1            | 0" – 10" *    | \$ <u>10</u>          |
| 2            | 10.1" – 18"   | \$ <u>16</u>          |
| 2            | 18.1" – 24"   | \$ <u>23</u>          |
| 2            | 24.0" – 30"   | \$ <u>29</u>          |
| 2            | 30.1" – 36"   | \$ <u>38</u>          |
| 2            | 36.1" +       | \$ <u>43</u>          |

\* The Park District 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.

*Price for Park -*

**Park Tree Pruning January 1 – December 31, 2024**

|                 |             |                 |
|-----------------|-------------|-----------------|
| Barrie Park     | (47 trees)  | \$ <u>3760</u>  |
| Carroll Park    | (22 trees)  | \$ <u>1760</u>  |
| Euclid Park     | (30 trees)  | \$ <u>2400</u>  |
| Maple Park      | (110 trees) | \$ <u>8800</u>  |
| Rehm Park       | (99 trees)  | \$ <u>7920</u>  |
| <u>Subtotal</u> |             | \$ <u>24640</u> |

**Please provide alternate bid price for EMERGENCY CALL-OUT RATES**

Emergency call out rate,  
Per hour – 2 men,  
Chipper truck w/chipper \$ 260

Emergency call out rate  
Per hour – 1 man, Aerial  
Lift truck \$ 160

Emergency call out rate,  
Per hour - 1 man, Log Loader \$ 160

Emergency call out rate,  
Per hour - 1 man,  
Semi tractor-trailer \$ \_\_\_\_\_

Laborer, per hour \$ 110

**Please provide alternate bid price for NON-EMERGENCY CALL-OUT RATES**

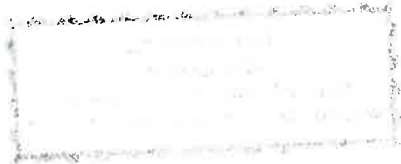
Call out rate,  
Per hour – 2 men,  
Chipper truck w/chipper \$ 200

Call out rate  
Per hour – 1 man, Aerial  
Lift truck \$ 125


Call out rate,  
Per hour - 1 man, Log Loader \$ 125

Call out rate,  
Per hour - 1 man,  
Semi tractor-trailer \$ \_\_\_\_\_

Laborer, per hour \$ 100



**BID FORM CONTINUED – PROPOSAL SIGNATURE SHEET**

Proposal Signature: 

State of IL ) County of Cook )


Robert R Davis  
(Type Name of Individual Signing)

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

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

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

Dated: Aug / 31 / 2023 Davis Tree Care And Landscape, Inc  
Organization Name (Seal - If Corporation)

By:  7459 FRANKLIN FOREST PARK  
Authorized Signature Address

708 - 771 - 8500  
Telephone

Subscribed and sworn to before me this 31<sup>ST</sup> day of AUGUST, 2023.

Tina M. Romero in the State of Illinois. My Commission  
Notary Public

Expires on 11 / 13 / 2023



**BID FORM CONTINUED**

Complete Applicable Paragraph Below

(a) Corporation

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

DAVIS TREE CARE & LANDSCAPE, INC. and is organized and existing under the laws of the

State of ILLINOIS. The full names of its Officers are:

President ROBERT B. DAVIS

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

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

(b) Partnership

Names, Signatures, and Addresses of all Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(c) Sole Proprietor

The bidder is a Sole Proprietor whose full name is \_\_\_\_\_.

If the bidder is operating under a trade name,

said trade name is \_\_\_\_\_,

which name is registered with the office of \_\_\_\_\_

in the county of \_\_\_\_\_.

Signed: \_\_\_\_\_

Sole Proprietor

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

**MUNICIPAL QUALIFICATION REFERENCE SHEET**

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

**MUNICIPALITY**

**ADDRESS**

**CONTACT**

**PHONE**

**WORK**

**PERFORMED**

SEE  
ATTACHED

**MUNICIPALITY**

**ADDRESS**

**CONTACT**

**PHONE**

**WORK**

**PERFORMED**

**MUNICIPALITY**

**ADDRESS**

**CONTACT**

**PHONE**

**WORK**

**PERFORMED**

**MUNICIPALITY**

**ADDRESS**

**CONTACT**

**PHONE**

**WORK**

**PERFORMED**



**Davis Tree Care and Landscape, Inc.**

**Business References**

**Village of Oak Park**  
123 Madison Street  
Oak Park, IL 60302  
708-383-8400

~~Rob Sproule~~

GRANT Jones

**Oak Park, Park District**  
218 Madison Street  
Oak Park, IL 60302  
708-725-2050  
John Borland

**Village of River Forest**  
400 Park Avenue  
River Forest, IL 60305  
708-366-8500

~~Mark Janopoulos~~

Brian Skoczek

**River Forest Park District**  
401 Thatcher Avenue  
River Forest, IL 60305  
708-366-6660  
John Beto

**Village of Forest Park**  
517 Des Plaines Avenue  
Forest Park, IL 60130  
708-366-2323

~~John Doss~~

Sal Stella

Village of Elk Grove Village  
600 Landmeier Rd  
Elk Grove Village 60007  
847-734-8800  
Bill Bolich




**SECTION VI**  
**TAX COMPLIANCE AFFIDAVIT**

Jeffrey A. SUTPHIN, being first duly sworn, deposes and says:

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

Davis Tree Care & Landscape, Inc.  
(bidder selected)

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

  
\_\_\_\_\_

By: Davis Tree Care  
Its: Salesman

Jeffrey A. SUTPHIN  
(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 31<sup>st</sup> day of August, 2023.

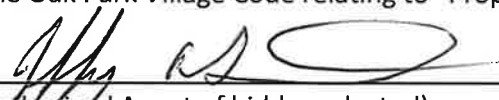
Tina M. Romero  
Notary Public's Signature

- Notary Public Seal -



**SECTION V**  
**BIDDER CERTIFICATION**

Jeffery A SUTPHIN, as part of its Bid on an agreement for 2024 Comprehensive Tree Maintenance for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

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

Subscribed and sworn to before me this 31<sup>ST</sup> day of AUGUST, 2023.

Tina M. Romero  
Notary Public's Signature

- Notary Public Seal -



**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, Inc and is organized and existing in good standing under the laws of the State of ILLINOIS. The full names of its Officers are:

President ROBERT R. DAVIS

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Registered Agent Name and Address: ROBERT R. DAVIS 7459 FRANKLIN ST. FOREST 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**

*See Attached Bid Bonds*

WE \_\_\_\_\_

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2023.

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)

**SECTION IX**  
**COMPLIANCE AFFIDAVIT**

1. Jeffrey A. SUTPHAN (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) Salesman 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

Signature: [Handwritten Signature]

Name and address of Business: Davis Tree Care & Landscaping 7459 Franklin, Forest Park

Telephone 708-771-8500 E-Mail info@davistreecare.com

Subscribed to and sworn before me this 31<sup>st</sup> day of August, 2023.

Tina M. Romero  
Notary Public

- Notary Public Seal -



1 Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

**BID BOND CONTINUED**

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

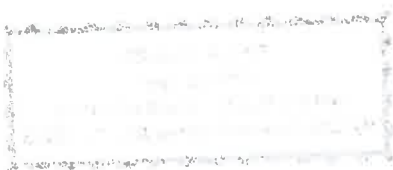
**NAME OF SURETY**

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

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

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



**SECTION X**  
**M/W/DBE STATUS AND EEO REPORT**

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: Davis Tree Care & Landscape INC
2. Check here if your firm is:
  - Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
  - Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
  - Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
  - None of the above

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

3. What is the size of the firm's current stable work force?
  - 7 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: Aug 31, 2023

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 & Landscaping

Total Employees \_\_\_\_\_

| Job Categories       | Total Employees | Total Males | Total Females | Males |          |                                  |                          | Females |          |                                  |                          | Total Minorities |  |
|----------------------|-----------------|-------------|---------------|-------|----------|----------------------------------|--------------------------|---------|----------|----------------------------------|--------------------------|------------------|--|
|                      |                 |             |               | Black | Hispanic | American Indian & Alaskan Native | Asian & Pacific Islander | Black   | Hispanic | American Indian & Alaskan Native | Asian & Pacific Islander |                  |  |
| Officials & Managers |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |  |
| Professionals        | 2               | 2           |               |       |          |                                  |                          |         |          |                                  |                          |                  |  |
| Technicians          |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |  |
| Sales Workers        |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |  |
| Office & Clerical    | 1               |             | 1             |       |          |                                  |                          |         |          |                                  |                          |                  |  |
| Semi-Skilled         |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |  |
| Laborers             | 5               | 5           |               |       |          |                                  |                          |         |          |                                  |                          |                  |  |
| Service Workers      |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |  |
| TOTAL                |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |  |
| 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.

Jeffrey A. Sutphin being first duly sworn, deposes and says that he/she is the Secretary (Title or Officer) of The Company and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon. Subscribed and sworn to before me this 21<sup>st</sup> day of August, 2023

Tina M Romero (Signature) \_\_\_\_\_ (Date)



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. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



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

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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 Kristen Schmidt of the city of Orland Park, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Davis Tree Care, Inc.  
Obligee Name: Park District of Oak Park  
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

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 12<sup>th</sup> day of March, 2021.



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 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
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 Liberty Mutual Insurance Company, The Ohio Casualty 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 1st day of September, 2023.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

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

### OWNER:

(Name, legal status and address)

Park District of Oak Park  
201 South Blvd  
Oak Park, IL 60302

### SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
Mailing Address for Notices  
Same as above

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

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

**BOND AMOUNT:** 10% Ten Percent of Amount Bid

### PROJECT:

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

Bid# 23-127 ,Park District of Oak Park Tree Pruning 2024

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

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

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

Signed and sealed this 1st day of September, 2023.

\_\_\_\_\_  
(Witness)

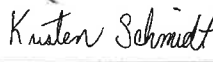


\_\_\_\_\_  
(Witness) Dave Roth

Davis Tree Care, Inc.  
\_\_\_\_\_  
(Principal) (Seal)

By: \_\_\_\_\_  
(Title)

The Ohio Casualty Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Kristen Schmidt, Attorney-in-Fact





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. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



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

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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 Kristen Schmidt of the city of Orland Park, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Davis Tree Care, Inc.  
Obligee Name: Village of Oak Park  
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

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 12<sup>th</sup> day of March, 2021.



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 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
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 Liberty Mutual Insurance Company, The Ohio Casualty 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 1st day of September, 2023.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

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

### OWNER:

(Name, legal status and address)

Village of Oak Park  
201 South Boulevard  
Oak Park, IL 60302

### SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
Mailing Address for Notices  
Same as above

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

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

**BOND AMOUNT:** 10% Ten Percent of Amount Bid

### PROJECT:

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

Bid# 23-127 , Village of Oak Park Parkway Tree Pruning 2024

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

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

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

Signed and sealed this 1st day of September, 2023.

Davis Tree Care, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Witness) Dave Roth

By:

(Title) Kristen Schmidt, Attorney-in-Fact





**SECTION XIII**  
**AGREEMENT**

**(For Reference – Do Not Fill Out)**



**INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and \_\_\_\_\_, a \_\_\_\_\_ (hereafter the “Contractor”).

**WHEREAS**, Contractor submitted a Bid dated \_\_\_\_\_, \_\_\_\_\_, a copy of which is attached hereto and incorporated herein by reference, to provide \_\_\_\_\_ (hereinafter referred to as the “Work”) for the \_\_\_\_\_ (hereinafter referred to as the “Project”) pursuant to the Village’s Request for Bids dated \_\_\_\_\_, \_\_\_\_\_, incorporated herein by reference as though fully set forth; and

**WHEREAS**, the Contractor represented in said Bid 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**, it is the intent of the Village and Contractor that the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

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

**1. RECITALS INCORPORATED**

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

**2. SCOPE OF WORK**

The Contractor shall perform the Project in accordance with its Bid in an amount not to exceed \$\_\_\_\_\_ (“Contract Price”). The Contractor shall complete the Project in

accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Bids, the Contractor's Bid and this Contract, all of which together shall constitute the Contract Documents. 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 ("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**

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 13 of this Agreement.

The Village's Public Works Director or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 13 of this Agreement.

#### **4. TERM OF CONTRACT, CONTRACT RENEWAL, AND RATE ADJUSTMENT**

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and shall expire on December 31, 2024.

The Village will have the right to renew the contract for two (2) additional one (1) 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.

Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Bids to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.

Any applicable adjustment shall take effect on January 1st.

#### **5. PAYMENT SCHEDULE**

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

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

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government

Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when 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 Contractor from, any defects in the work.

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

## **6. TERMINATION**

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 13 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 13 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. DEFAULT/THE VILLAGE'S REMEDIES.**

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

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

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

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

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

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

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

## **8. COMPLIANCE WITH APPLICABLE LAWS**

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.

## **9. INDEMNIFICATION**

To the fullest extent permitted by law, 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 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. 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 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.

## **10. INSURANCE**

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

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

(A) **Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

|                   |                 |
|-------------------|-----------------|
| General Aggregate | \$ 2,000,000.00 |
| Each Occurrence   | \$ 1,000,000.00 |
| Personal Injury   | \$ 1,000,000.00 |

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) **Workers' Compensation:**

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, 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, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

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

ii. Limits:

|                       |                |
|-----------------------|----------------|
| Combined Single Limit | \$1,000,000.00 |
|-----------------------|----------------|

(D) **Umbrella:**

i. Limits:

|                           |                |
|---------------------------|----------------|
| Each Occurrence/Aggregate | \$5,000,000.00 |
|---------------------------|----------------|

(E) The Village, its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for

said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

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

**11. GUARANTY**

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

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.

**12. AFFIDAVIT OR CERTIFICATE**

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

**13. NOTICES**

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

**To the Village:**  
Village Manager  
Village of Oak Park  
123 Madison St.  
Oak Park, Illinois 60302-4272  
708-358-5770  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**To Contractor:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**14. AUTHORITY TO EXECUTE**

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

**15. EFFECTIVE DATE**

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

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

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

**17. INDEPENDENT CONTRACTOR**

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.

**18. CONTRACT BOND**

Before commencing the work on the Project, Contractor shall furnish a Contract Bond.

The Contract Bond shall be in an amount of \$25,000.00 as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest qualified bidder or re-advertise for bids. A charge against Contractor may be made for the difference between the amount of Contractor's Bid 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 Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

**20. AMENDMENTS AND MODIFICATIONS**

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

**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 Contract 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 Bids or the Contractor's Bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

**23. HEADINGS AND TITLES**

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

**24. COOPERATION OF THE PARTIES**

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

**25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES**

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

**26. CERTIFIED PAYROLL**

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

**27. LIVING WAGE/MINIMUM WAGE**

The Contractor shall comply with the Village's living wage requirements as set forth in Section 2-6-20 (“Living Wage”) of the Oak Park Village Code, as amended. The Contractor shall further comply with the Cook County Minimum Wage Ordinance, codified as Sections 42-7 through 42-19 of the Cook County Code, as amended, and the minimum wage requirements of the State of Illinois set forth in 820 ILCS 105/4, as amended. The Contractor shall pay its employees the greater of the Village's living wage, the minimum wage set forth in the Cook County Minimum Wage Ordinance or the minimum wage set forth in 820 ILCS 150/4 as applicable during the term of this Contract. The Contractor shall provide any and all certified payroll records pursuant to Section 26 of this Contract above in order to determine whether the Contractor is meeting said requirement.

**28. EQUAL OPPORTUNITY EMPLOYER**

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 (“Human Rights”) of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 (“Human Rights”) of the Oak Park Village Code.

In the event of the Contractor’s noncompliance with any provision of Chapter 13 (“Human Rights”) of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**29. STANDARD OF CARE**

The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County’s minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village’s Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

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

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

**VILLAGE OF OAK PARK**

\_\_\_\_\_  
By: Kevin J. Jackson  
Its: Village Manager

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

**ATTEST**

\_\_\_\_\_  
By: Christina M. Walters  
Its: Village Clerk

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

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

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

**ATTEST**

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

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