



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

Rob,

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

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

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

Sincerely,

Carter Sterling
CEO
Sterling Lumber

Robert Davis
President
Davis Tree Care and Landscape

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It highlights the importance of using reliable sources and ensuring the accuracy of the information gathered.

3. The third part of the document focuses on the interpretation and analysis of the collected data. It discusses the various statistical tools and techniques used to draw meaningful conclusions from the information.

4. The fourth part of the document discusses the importance of communication and reporting. It emphasizes the need for clear and concise communication of the findings and conclusions to the relevant stakeholders.

5. The fifth part of the document discusses the importance of ethical considerations in the research process. It highlights the need for researchers to adhere to strict ethical guidelines and to be transparent about any potential conflicts of interest.

6. The sixth part of the document discusses the importance of ongoing monitoring and evaluation. It emphasizes the need for researchers to regularly assess the progress of their work and to make adjustments as needed.

7. The seventh part of the document discusses the importance of collaboration and teamwork. It highlights the need for researchers to work closely together and to share their knowledge and expertise.

8. The eighth part of the document discusses the importance of staying up-to-date on the latest research and developments in the field. It emphasizes the need for researchers to continuously learn and grow.

9. The ninth part of the document discusses the importance of maintaining a high level of integrity and honesty in all aspects of the research process. It emphasizes the need for researchers to be truthful and to avoid any form of plagiarism or data manipulation.

10. The tenth part of the document discusses the importance of being open to feedback and criticism. It emphasizes the need for researchers to listen to the opinions and suggestions of others and to use them to improve their work.



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

John,

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Sterling Lumber

Robert Davis
President
Davis Tree Care and Landscape

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for the transparency and accountability of the organization. This section also outlines the various methods and tools used to collect and analyze data, ensuring that the information is reliable and up-to-date.

2. The second part of the document focuses on the implementation of internal controls and risk management strategies. It details how these measures are designed to prevent fraud, minimize errors, and protect the organization's assets. The text also addresses the role of management in overseeing these processes and ensuring that they are effectively integrated into the organization's operations.

3. The third part of the document discusses the importance of communication and collaboration among all levels of the organization. It highlights the need for clear lines of communication and the sharing of information to ensure that everyone is working towards the same goals. This section also touches on the importance of training and development to keep the workforce up-to-date with the latest industry trends and technologies.

4. The fourth part of the document addresses the importance of ethical behavior and integrity in the workplace. It discusses how ethical standards can be established and enforced, and how they contribute to the overall success and reputation of the organization. The text also emphasizes the role of leadership in setting the tone for the organization's ethical culture.

5. The fifth part of the document discusses the importance of innovation and continuous improvement. It outlines strategies for fostering a culture of innovation and for identifying and implementing new ideas that can drive the organization forward. This section also touches on the importance of staying current with industry developments and being open to change.

6. The sixth part of the document discusses the importance of sustainability and social responsibility. It outlines how these concepts can be integrated into the organization's business strategy and how they can contribute to long-term success. The text also touches on the importance of being transparent about the organization's environmental and social impact.

I
REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park 2015 Parkway Tree Pruning
Proposal Number: 15-101
Issuance Date: 10/22/14

The Village of Oak Park will receive proposals from qualified arboriculture contractors to complete parkway tree pruning during the calendar year 2015. Proposals will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. until 4:00p.m. local time on Friday, November 7th, 2014. Proposals will be reviewed in private and the results of the review will be presented to the Village Board of Trustees of the Village Of Oak Park.

Proposals must be enclosed in a sealed envelope marked "BID: 15-101 Parkway Tree Pruning".

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

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

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

The Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid.

Submission of Proposals

The proposal shall be submitted on the proposal form included herewith. The proposal shall be submitted in a sealed envelope and shall bear the return address of the bidder, and shall be addressed as follows:

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

PROPOSAL FOR:
Village of Oak Park 2015 Parkway Tree Pruning

Notice to Proceed

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

SECTION I
BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid:

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

Bid Bond

The bidder shall provide a Bid Bond in the amount of ten percent (10%) of the total bid price. The attached form may be used or the bidder may provide cash or a certified check in the amount specified. The Bid Bonds, cash or checks will be returned once the selected bidder has entered into an Agreement for this work and provided the Agreement Bond in an amount of twenty five thousand dollars (\$25,000.00).

Contract Term

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

Contract Renewal

The Village will have the right to renew the contract for two additional one year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The Bidder must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village 60 days before the expiration of the

applicable term. If the Village rejects the proposed price change, it will have the option not to renew the contract.

Recertification

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

Award of Agreement

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

Costs of Preparation

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

Taxes not Applicable

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

Withdrawal of Bids:

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

Investigation of Contractors

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

Rejection of Contractor

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

Conditions

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

Compliance with Applicable Laws

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

Governing Law

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

Subletting of Agreement

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

Interpretation of Agreement Documents:

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

Minority Business and Women Business Enterprise Requirements

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

Licenses

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

Agreement

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

Contract Bond

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

Fees and Cost

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

Dispute Resolution

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

Hold Harmless

See attached form Agreement.

Insurance

See attached form Agreement.

Termination of Agreement

See attached form Agreement.

References:

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

BIDDER REFERENCES

Bidder Name: DAVIS TREE CARE

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

State the number of years in this business 60.

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



REFERENCES

2014

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

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

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

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

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

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

**Village of Lyons
Tree Pruning**

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

**Village of River Forest
Tree Removals**

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

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

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

**Village of Maywood
Tree Removal and Pruning**

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

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

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

1. The first part of the document
describes the general situation
of the country and the
state of the economy.
It also mentions the
main problems that
the government is facing.

2. The second part of the document
describes the measures that
the government has taken
to solve these problems.
It also mentions the
results of these measures
and the progress that
has been made.

3. The third part of the document
describes the future plans
of the government.
It also mentions the
main objectives that
the government is aiming
to achieve.

4. The fourth part of the document
describes the conclusions
of the document.
It also mentions the
main points that
should be remembered.

5. The fifth part of the document
describes the recommendations
of the document.
It also mentions the
main points that
should be followed.

6. The sixth part of the document
describes the annexes
of the document.
It also mentions the
main points that
should be noted.

7. The seventh part of the document
describes the bibliography
of the document.
It also mentions the
main sources that
were used.

8. The eighth part of the document
describes the index
of the document.
It also mentions the
main points that
should be checked.

III DETAILED SPECIFICATIONS

Scope of Work

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

Responsibility of Contractor

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

Extent of Services

The bidder shall prune all trees designated on pruning sheets and commence work no later than January 2nd, 2015. Contractor must be on site each week and prune a minimum of **300 trees each week for the length of the contract**. All work shall be completed by April 17st, 2015, unless the Village Forestry Superintendent grants an extension. Diameter inch estimates per size class are shown on the bid sheet.

Detailed Specifications

1. Location of Tree Removal Work

The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Oak Park, Illinois, on right-of-way or on property furnished by the owner. All trees over 6 inches in diameter on inventory sheets supplied to the Contractor in the general area designated on the attached map 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. Pruning Specifications

- A. All trees to be trimmed in accordance with the revised Pruning Standard for Shade Trees, latest edition, ANSI A300 (2008) 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 where parkway width is sufficient to gain specified clearances, particularly when pruning Tilia species and trees in the 6"-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 of pedestrian access at the end of a four-year period, and must not protrude over the curb for the same period.

- B. For trees 6"-16" in diameter:
- Prune for central leader (if possible) by removing or subordinating co-dominant stems with reduction 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.
- C. 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.
- D. 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.
- To avoid misunderstanding, the terms in parts D above will be used as defined below:
- i. "Sucker Growth" - The bushy and undesirable growth of small shoots on the trunk of a tree or in close proximity to the trunk.
 - ii. "Interfering Branches" - Branches which are growing in contact with or within (15) feet of signage, manmade structures or overhanging a structure.
 - iii. "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.
- E. Remove one of two or more crossed and/or rubbing branches greater than 2 inches in diameter from all trees where practical.
- F. 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.
- G. 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.

- H. Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
- I. Report any structural weakness, decayed trunk or branches, split crotch or branches, or girdling roots within 24 hours of locating to the Forestry Supervisor.
- 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. Upon completion of pruning, there shall be a minimum of 16 feet clearance from house and buildings (including roofs).
- L. 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.
- M. 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.

3. Cleanup

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

4. Removal of Debris

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

5. Property Damage:

The Bidder shall take great care to avoid damaging adjacent landscaping (trees, shrubs, turf, etc.). Bidder shall be held responsible for all damage to property including, but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

6. Idling of Equipment:

The Department of Public Works has a "No Idling" policy. A copy of the policy is available from the Department of Public Works if needed. The bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

7. Periodic Inspection

The bidder shall notify the office of the Forestry Superintendent at the beginning and end of any workday crews are in Oak Park giving the location of that day's work. This notification shall consist of the starting location and work completed for that day. The office of the Forestry Superintendent must also be notified on any work day that crews will not be in Oak Park prior to completion of any given removal list. The Forestry Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Forestry Supervisor or Superintendent can be contacted at 708-358-5700.

8. Method of Measuring

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

9. Arborist Certification

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

10. Obstruction of Streets and Rights-of-Way

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

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

11. Accident Prevention

The bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Forestry Superintendent or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Forestry Superintendent, or authorized representative, to discontinue such practice.

The bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

12. Reporting

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

13. Equipment

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Forestry Superintendent while performing work under the provisions of this contract. Plywood or other support or protection must be placed on the parkway and / or private property prior to operating or parking vehicles or equipment on or over such property or other support or protection must be placed on the private property prior to operating or parking vehicles or equipment on or over private property.

14. Parking

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Forestry Supervisor or Superintendent.

15. Traffic Control Plan

Bidder's item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during tree removal operations.

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

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

16. Pedestrian Traffic Control

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

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

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

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

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

Licenses and Permits

The Contractor shall be responsible for becoming a licensed Contractor with the Village. The Village will issue any necessary permits for this work at no fee.

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Method of Payment

The Village of Oak Park will pay monthly, all undisputed of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Change Orders

Change Orders: Changes in the Work may be agreed to after execution of the Agreement, and without invalidating the Agreement, if the Change Order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to a agreement addendum which must be signed by both parties. Any such Change Order will be prepared by the Village. The Contractor may only proceed with the Change upon receipt of the written Change Order signed by the Village.

Emergency Changes: Contractor may perform work not included in the Scope of Work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A Change Order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the progression of the Work. These field orders may not involve a change in the agreement price or be inconsistent with the Scope of Work.

Changes Due to Unknown Conditions: The Contractor is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Village and a Change Order will be negotiated.

Any Change which results in a total agreement price in excess of \$10,000 must be approved by the Village of Oak Park Board of Trustees.

Correction of Work Prior To Final Payment

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

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the Contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Bidder's Representative

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Director of Public Works or appointed representative. Any instructions given to such superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

Workers

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

Time of Work

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

Dispute Resolution

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

Punch List Items

The Village shall submit to the Contractor a punch list within one week of receiving the notice of substantial completion from the Contractor. The Contractor shall have a period of thirty days to correct/address any issues listed on the punch list after receiving the punch list from the Village.

IV
PROPOSAL FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for parkway tree pruning contract and will furnish all the insurance documents and security deposits as stipulated. The prune area for 2015 includes all Village owned parkway trees south of the Eisenhower Expressway to Roosevelt Rd. and all trees south of and including Madison St.(South Side and Median) from Austin Blvd (west side included) to East Ave. (East side included). The unit prices listed below are for 2015 only. The contract, if renewed, would include quantities estimated for 2016 and 2017.

Parkway Tree Pruning

<u>Size</u> <u>Class D.B.H.</u>	<u>Unit</u> <u>Price(\$)</u>	<u>Est. 2015</u> <u>Quant.</u>	<u>Sub Total</u>
6 - 12 inch diameter	\$ <u>12⁰⁰</u>	X <u>1282</u>	= \$ <u>15,384⁰⁰</u>
12.1 - 20 inch diameter	\$ <u>24⁰⁰</u>	X <u>1577</u>	= \$ <u>37,848⁰⁰</u>
20.1 - 30 inch diameter	\$ <u>52⁰⁰</u>	X <u>1098</u>	= \$ <u>57,096⁰⁰</u>
over 30 inches diameter	\$ <u>85⁰⁰</u>	X <u>384</u>	= \$ <u>32,640⁰⁰</u>
Total Amount			= \$ <u>142,968⁰⁰</u>

Please provide alternate bid price for EMERGENCY CALL-OUT RATES

Emergency call out rate, Per hour - 2 men, Chipper truck w/chipper	\$ <u>240⁰⁰</u> /hr
Emergency call out rate Per hour - 1 man, Aerial Lift truck	\$ <u>135⁰⁰</u> /hr
Emergency call out rate, Per hour - 1 man, Log Loader	\$ <u>135⁰⁰</u> /hr.
Emergency call out rate, Per hour - 1 man, Semi tractor-trailer	\$ <u>135⁰⁰</u> /hr.
Laborer, per hour	\$ <u>105⁰⁰</u> /hr.

Proposal Signature: _____

John P. [Signature]

State of Illinois)

County of Cook)

PROPOSAL FORM continued

ROBERT DAVIS

(Type Name of Individual Signing)

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

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

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

Dated: 11 / 7 / 2014

[Signature]

Organization Name
(Seal - If Corporation)

By:

[Signature]

7756 MADISON ST. #1
RIVERFOREST, IL 60305

Authorized Signature

Address

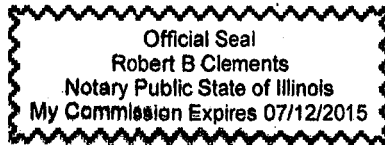
708 771-8500

Telephone

Subscribed and sworn to before me this 7th day of NOVEMBER, 2014.

2014 in the State of IL. My Commission Notary Public

Expires on 07/12/2015



Complete Applicable Paragraph Below

(a) Corporation

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

President [Signature]

PROPOSAL FORM continued

Secretary R.D. Robert Davis

Treasurer R.D. Robert Davis

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

(b) Partnership
Names, Signatures, and Addresses of all Partners

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

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

Signed: _____
Sole Proprietor

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

MUNICIPAL QUALIFICATION REFERENCE SHEET

SEE ATTACHED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK
PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK
PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK
PERFORMED



REFERENCES

2014

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

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

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

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

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

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

**Village of Lyons
Tree Pruning**

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

**Village of River Forest
Tree Removals**

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

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

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

**Village of Maywood
Tree Removal and Pruning**

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

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

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

V
BIDDER CERTIFICATION

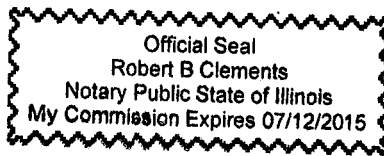
DAVIS TREE CARE AND LANDSCAPE as part of its proposal on a agreement for 2015 tree removal
(Name of bidder selected) for the Village of Oak Park Village Hall, hereby certifies that said bidder
selected is not barred from proposing on the aforementioned agreement as a result of a
violation to either Section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

[Signature]
(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 7th day of November, 2014.

[Signature]
Notary Public's Signature

- Notary Public Seal -



VI
TAX COMPLIANCE AFFIDAVIT

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

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

DAVIS TREE CARE AND LANDSCAPE
(bidder selected)

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

[Signature]
By:

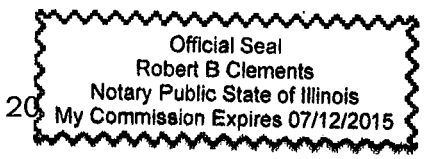
Its: ROBERT DAVIS
(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

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

Subscribed and sworn to before me this 7th day of NOVEMBER, 2014.

[Signature]
Notary Public's Signature

- Notary Public Seal -



Minority Business and Women Business Enterprises Requirements

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

Reporting Requirements

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

VII
SECTION VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

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

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

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

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

B. Sole Proprietor:

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

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

C. Partnership:

The Contractor is a Partnership which operates under the name _____

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

Signature	Signature

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

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

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

Signature of Owner



SECTION VIII
BID BOND

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

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

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

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

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

PRINCIPAL

(Company Name) (Company Name)

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

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

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

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

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

Notary Public

IX
CONTRACT BOND



Contract Bond

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

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

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

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2014.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

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

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

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

Notary Public

SECTION X
COMPLIANCE AFFIDAVIT

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

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

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.

Signature: *Paul R D*

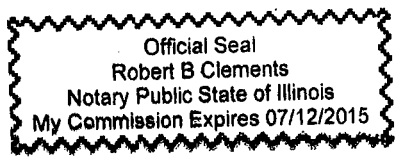
Name and address of Business: DAVISTREECARE 7756 MADISON ST #1
RIVER FOREST, IL 60305

Telephone 708-971-8500 E-Mail davistreecare@gmail.com

Subscribed to and sworn before me this 7th day of NOVEMBER, 2014.

Robert B. Clements
Notary Public

- Notary Public Seal -



SECTION XI
M/W/DBE STATUS AND EEO REPORT

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

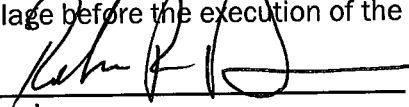
1. Contractor Name: DAVIS TREE CARE AND LANDSCAPE
2. Check here if your firm is:
- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)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

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

3. What is the size of the firm's current stable work force?

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

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

Signature: 

Date: 11/7/14

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report.

Contractor Name **DAVIS TREE CARE AND LANDSCAPE**

Total Employees **15**

Job Categories	Total		MALE				FEMALE				Total Minorities	
	Employees	Total Males	Total Females	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native		Asian & Pacific Islander
Officials & Managers	2	2										
Professionals												
Technicians												
Sales												
Workers	3	3										
Office & Clerical	2	1	1									
Semi-Skilled	3	1		2								2/5
Laborers	3			1	4							
Service Workers												
TOTAL	15	7	1	1	6							7
Management Trainees												
Apprentices												

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

ROBERT DAVIS, being first duly sworn, deposes and says that he/she is the **Treasurer/Owner** (Title or Officer)

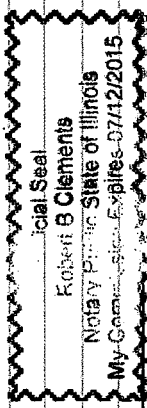
(Name of Person Making Affidavit)

DAVIS TREE CARE and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon, Subscribed and sworn to before me this **7th** day of **November**, 20**14**

Robert B. Clementis (Date) **11/7/14**

(Signature)



Year	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025																																																																																																																																																																																																																																																																																																																																																																																																																
Population	150,000	155,000	160,000	165,000	170,000	175,000	180,000	185,000	190,000	195,000	200,000	205,000	210,000	215,000	220,000	225,000	230,000	235,000	240,000	245,000	250,000	255,000	260,000	265,000	270,000	275,000	280,000	285,000	290,000	295,000	300,000	305,000	310,000	315,000	320,000	325,000	330,000	335,000	340,000	345,000	350,000	355,000	360,000	365,000	370,000	375,000	380,000	385,000	390,000	395,000	400,000	405,000	410,000	415,000	420,000	425,000	430,000	435,000	440,000	445,000	450,000	455,000	460,000	465,000	470,000	475,000	480,000	485,000	490,000	495,000	500,000	505,000	510,000	515,000	520,000	525,000	530,000	535,000	540,000	545,000	550,000	555,000	560,000	565,000	570,000	575,000	580,000	585,000	590,000	595,000	600,000	605,000	610,000	615,000	620,000	625,000	630,000	635,000	640,000	645,000	650,000	655,000	660,000	665,000	670,000	675,000	680,000	685,000	690,000	695,000	700,000	705,000	710,000	715,000	720,000	725,000	730,000	735,000	740,000	745,000	750,000	755,000	760,000	765,000	770,000	775,000	780,000	785,000	790,000	795,000	800,000	805,000	810,000	815,000	820,000	825,000	830,000	835,000	840,000	845,000	850,000	855,000	860,000	865,000	870,000	875,000	880,000	885,000	890,000	895,000	900,000	905,000	910,000	915,000	920,000	925,000	930,000	935,000	940,000	945,000	950,000	955,000	960,000	965,000	970,000	975,000	980,000	985,000	990,000	995,000	1,000,000																																																																																																																																																																																																																																																																																																																	
GDP	100	105	110	115	120	125	130	135	140	145	150	155	160	165	170	175	180	185	190	195	200	205	210	215	220	225	230	235	240	245	250	255	260	265	270	275	280	285	290	295	300	305	310	315	320	325	330	335	340	345	350	355	360	365	370	375	380	385	390	395	400	405	410	415	420	425	430	435	440	445	450	455	460	465	470	475	480	485	490	495	500	505	510	515	520	525	530	535	540	545	550	555	560	565	570	575	580	585	590	595	600	605	610	615	620	625	630	635	640	645	650	655	660	665	670	675	680	685	690	695	700	705	710	715	720	725	730	735	740	745	750	755	760	765	770	775	780	785	790	795	800	805	810	815	820	825	830	835	840	845	850	855	860	865	870	875	880	885	890	895	900	905	910	915	920	925	930	935	940	945	950	955	960	965	970	975	980	985	990	995	1,000																																																																																																																																																																																																																																																																																																							
Unemployment	5.0%	5.2%	5.4%	5.6%	5.8%	6.0%	6.2%	6.4%	6.6%	6.8%	7.0%	7.2%	7.4%	7.6%	7.8%	8.0%	8.2%	8.4%	8.6%	8.8%	9.0%	9.2%	9.4%	9.6%	9.8%	10.0%	10.2%	10.4%	10.6%	10.8%	11.0%	11.2%	11.4%	11.6%	11.8%	12.0%	12.2%	12.4%	12.6%	12.8%	13.0%	13.2%	13.4%	13.6%	13.8%	14.0%	14.2%	14.4%	14.6%	14.8%	15.0%	15.2%	15.4%	15.6%	15.8%	16.0%	16.2%	16.4%	16.6%	16.8%	17.0%	17.2%	17.4%	17.6%	17.8%	18.0%	18.2%	18.4%	18.6%	18.8%	19.0%	19.2%	19.4%	19.6%	19.8%	20.0%	20.2%	20.4%	20.6%	20.8%	21.0%	21.2%	21.4%	21.6%	21.8%	22.0%	22.2%	22.4%	22.6%	22.8%	23.0%	23.2%	23.4%	23.6%	23.8%	24.0%	24.2%	24.4%	24.6%	24.8%	25.0%	25.2%	25.4%	25.6%	25.8%	26.0%	26.2%	26.4%	26.6%	26.8%	27.0%	27.2%	27.4%	27.6%	27.8%	28.0%	28.2%	28.4%	28.6%	28.8%	29.0%	29.2%	29.4%	29.6%	29.8%	30.0%	30.2%	30.4%	30.6%	30.8%	31.0%	31.2%	31.4%	31.6%	31.8%	32.0%	32.2%	32.4%	32.6%	32.8%	33.0%	33.2%	33.4%	33.6%	33.8%	34.0%	34.2%	34.4%	34.6%	34.8%	35.0%	35.2%	35.4%	35.6%	35.8%	36.0%	36.2%	36.4%	36.6%	36.8%	37.0%	37.2%	37.4%	37.6%	37.8%	38.0%	38.2%	38.4%	38.6%	38.8%	39.0%	39.2%	39.4%	39.6%	39.8%	40.0%	40.2%	40.4%	40.6%	40.8%	41.0%	41.2%	41.4%	41.6%	41.8%	42.0%	42.2%	42.4%	42.6%	42.8%	43.0%	43.2%	43.4%	43.6%	43.8%	44.0%	44.2%	44.4%	44.6%	44.8%	45.0%	45.2%	45.4%	45.6%	45.8%	46.0%	46.2%	46.4%	46.6%	46.8%	47.0%	47.2%	47.4%	47.6%	47.8%	48.0%	48.2%	48.4%	48.6%	48.8%	49.0%	49.2%	49.4%	49.6%	49.8%	50.0%	50.2%	50.4%	50.6%	50.8%	51.0%	51.2%	51.4%	51.6%	51.8%	52.0%	52.2%	52.4%	52.6%	52.8%	53.0%	53.2%	53.4%	53.6%	53.8%	54.0%	54.2%	54.4%	54.6%	54.8%	55.0%	55.2%	55.4%	55.6%	55.8%	56.0%	56.2%	56.4%	56.6%	56.8%	57.0%	57.2%	57.4%	57.6%	57.8%	58.0%	58.2%	58.4%	58.6%	58.8%	59.0%	59.2%	59.4%	59.6%	59.8%	60.0%	60.2%	60.4%	60.6%	60.8%	61.0%	61.2%	61.4%	61.6%	61.8%	62.0%	62.2%	62.4%	62.6%	62.8%	63.0%	63.2%	63.4%	63.6%	63.8%	64.0%	64.2%	64.4%	64.6%	64.8%	65.0%	65.2%	65.4%	65.6%	65.8%	66.0%	66.2%	66.4%	66.6%	66.8%	67.0%	67.2%	67.4%	67.6%	67.8%	68.0%	68.2%	68.4%	68.6%	68.8%	69.0%	69.2%	69.4%	69.6%	69.8%	70.0%	70.2%	70.4%	70.6%	70.8%	71.0%	71.2%	71.4%	71.6%	71.8%	72.0%	72.2%	72.4%	72.6%	72.8%	73.0%	73.2%	73.4%	73.6%	73.8%	74.0%	74.2%	74.4%	74.6%	74.8%	75.0%	75.2%	75.4%	75.6%	75.8%	76.0%	76.2%	76.4%	76.6%	76.8%	77.0%	77.2%	77.4%	77.6%	77.8%	78.0%	78.2%	78.4%	78.6%	78.8%	79.0%	79.2%	79.4%	79.6%	79.8%	80.0%	80.2%	80.4%	80.6%	80.8%	81.0%	81.2%	81.4%	81.6%	81.8%	82.0%	82.2%	82.4%	82.6%	82.8%	83.0%	83.2%	83.4%	83.6%	83.8%	84.0%	84.2%	84.4%	84.6%	84.8%	85.0%	85.2%	85.4%	85.6%	85.8%	86.0%	86.2%	86.4%	86.6%	86.8%	87.0%	87.2%	87.4%	87.6%	87.8%	88.0%	88.2%	88.4%	88.6%	88.8%	89.0%	89.2%	89.4%	89.6%	89.8%	90.0%	90.2%	90.4%	90.6%	90.8%	91.0%	91.2%	91.4%	91.6%	91.8%	92.0%	92.2%	92.4%	92.6%	92.8%	93.0%	93.2%	93.4%	93.6%	93.8%	94.0%	94.2%	94.4%	94.6%	94.8%	95.0%	95.2%	95.4%	95.6%	95.8%	96.0%	96.2%	96.4%	96.6%	96.8%	97.0%	97.2%	97.4%	97.6%	97.8%	98.0%	98.2%	98.4%	98.6%	98.8%	99.0%	99.2%	99.4%	99.6%	99.8%	100.0%

XIII
AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT

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

WHEREAS, the Contractor submitted a Proposal to prune Village parkway trees for 2015 (hereinafter referred to as the "Project"), pursuant to the Village's Request for Proposals, attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the work required hereunder (hereinafter referred to as the "Work"); and

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

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

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

1. RECITALS INCORPORATED

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

2. SCOPE OF WORK

The Contractor shall perform the Project in accordance with its Proposal for the price of \$_____ ("Contract Price"), complete the Project in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Proposals, the Contractor's Proposal and this Contract, all of which, together shall constitute the Contract Documents. The Contractor acknowledges that it has inspected the sites where the work is to be performed and that it is fully familiar with all of the conditions at the sites, and further that its bid has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The Contractor further represents and warrants that the Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects. The Contractor shall achieve completion of all work required pursuant to the Contract

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

3. DESIGNATED REPRESENTATIVES

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

4. TERM OF CONTRACT

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

Contract Term

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

Contract Renewal

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

- Gary, Indiana - Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

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

Recertification

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

5. PAYMENT SCHEDULE

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

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

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

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

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

6. TERMINATION

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

7. COMPLIANCE WITH APPLICABLE LAWS

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

8. INDEMNIFICATION

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

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

9. INSURANCE

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

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

(A) Commercial General Liability:

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

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

(B) Workers' Compensation:

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

Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

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

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

(D) Umbrella:

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

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

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

10. GUARANTY

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

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

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

11. AFFIDAVIT OR CERTIFICATE

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

12. NOTICES

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

To the Village:

To the Contractor:

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

Email: _____

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

13. AUTHORITY TO EXECUTE

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

14. EFFECTIVE DATE

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

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

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

16. INDEPENDENT CONTRACTOR

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

17. CONTRACT BOND

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

19. GOVERNING LAW AND VENUE

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

20. AMENDMENTS AND MODIFICATIONS

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

21. NON-WAIVER OF RIGHTS

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

22. CONFLICT

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

23. HEADINGS AND TITLES

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

24. COOPERATION OF THE PARTIES

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

25. COUNTERPARTS

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

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

VILLAGE OF OAK PARK

CONTRACTOR

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2014

Date: _____, 2014

ATTEST

ATTEST

By: Teresa Powell
Its: Village Clerk

By:
Its:

Date: _____, 2014

Date: _____, 2014



CERTIFICATIONS

Tim Shepard

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

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

2014 USMLP - Enbridge Environmental Orientation

2014 USMLP - Enbridge Safety Orientation

2014 USMLP - Ground Disturbance (USMLP Vers)

2014 USMLP - Life Saving Rules

James Semelka

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

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

2014 USMLP - Enbridge Environmental Orientation

2014 USMLP - Enbridge Safety Orientation

2014 USMLP - Ground Disturbance (USMLP Vers)

2014 USMLP - Life Saving Rules

Jack Abbott

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

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

2014 USMLP - Enbridge Environmental Orientation

2014 USMLP - Enbridge Safety Orientation

2014 USMLP - Ground Disturbance (USMLP Vers)

2014 USMLP - Life Saving Rules

City of Chicago

November 1, 1911

Dear Sirs: I have the honor to acknowledge the receipt of your letter of the 29th inst. in relation to the proposed extension of the Chicago River.

The Board of Public Works has considered the same and has advised that it is in favor of the same, subject to the approval of the Board of Commissioners.

Very truly yours,

John D. Ryan, Mayor

John D. Ryan, Mayor
City of Chicago
Chicago, Illinois

Very truly yours,

John D. Ryan, Mayor

John D. Ryan, Mayor
City of Chicago
Chicago, Illinois

Zach Gring

- **Enbridge US LPE Mainline Projects On-Line Safety Training Access & Enrollment – 2014**
2014 USMLP Electrical Safety Awareness - AEP "Live Wire" video

2014 USMLP - Enbridge Environmental Orientation
2014 USMLP - Enbridge Safety Orientation
2014 USMLP - Ground Disturbance (USMLP Vers)

2014 USMLP - Life Saving Rules

Jamie Mora

- **Enbridge US LPE Mainline Projects On-Line Safety Training Access & Enrollment – 2014**
2014 USMLP Electrical Safety Awareness - AEP "Live Wire" video

2014 USMLP - Enbridge Environmental Orientation
2014 USMLP - Enbridge Safety Orientation
2014 USMLP - Ground Disturbance (USMLP Vers)

2014 USMLP - Life Saving Rules

Bob Davis

- **Enbridge US LPE Mainline Projects On-Line Safety Training Access & Enrollment – 2014**
2014 USMLP Electrical Safety Awareness - AEP "Live Wire" video

2014 USMLP - Enbridge Environmental Orientation
2014 USMLP - Enbridge Safety Orientation
2014 USMLP - Ground Disturbance (USMLP Vers)

2014 USMLP - Life Saving Rules

Mike Fitzpatrick

- **Enbridge US LPE Mainline Projects On-Line Safety Training Access & Enrollment – 2014**
2014 USMLP Electrical Safety Awareness - AEP "Live Wire" video

2014 USMLP - Enbridge Environmental Orientation
2014 USMLP - Enbridge Safety Orientation
2014 USMLP - Ground Disturbance (USMLP Vers)

2014 USMLP - Life Saving Rules



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2014

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

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

PRODUCER Florists' Mutual Insurance Company/Hortica, Florists' Insurance Services Inc P O Box 428 1 Horticultural Lane Edwardsville, IL 62025 Kurt Penn	1-800-851-7740	CONTACT NAME: Jackie Brooks (Account# 226642) PHONE (A/C, No, Ext): 800-851-7740 x1965 E-MAIL ADDRESS: jbrooks@hortica.com FAX (A/C, No): 866-819-9256																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: FLORISTS MUT INS CO</td> <td></td> <td>13978</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: FLORISTS MUT INS CO		13978	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Davis Tree Care & Landscape Inc PO Box 5185 River Forest, IL 60305																						

COVERAGES

CERTIFICATE NUMBER: 41806381

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BP 13341	06/30/14	06/30/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			FMA 009261	06/30/14	06/30/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX 10748	10/08/14	06/30/15	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCN 33152	06/30/14	06/30/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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

Re: License

CERTIFICATE HOLDERVillage of Oak Park

123 Madison

Oak Park, IL 60302

USA

CANCELLATION

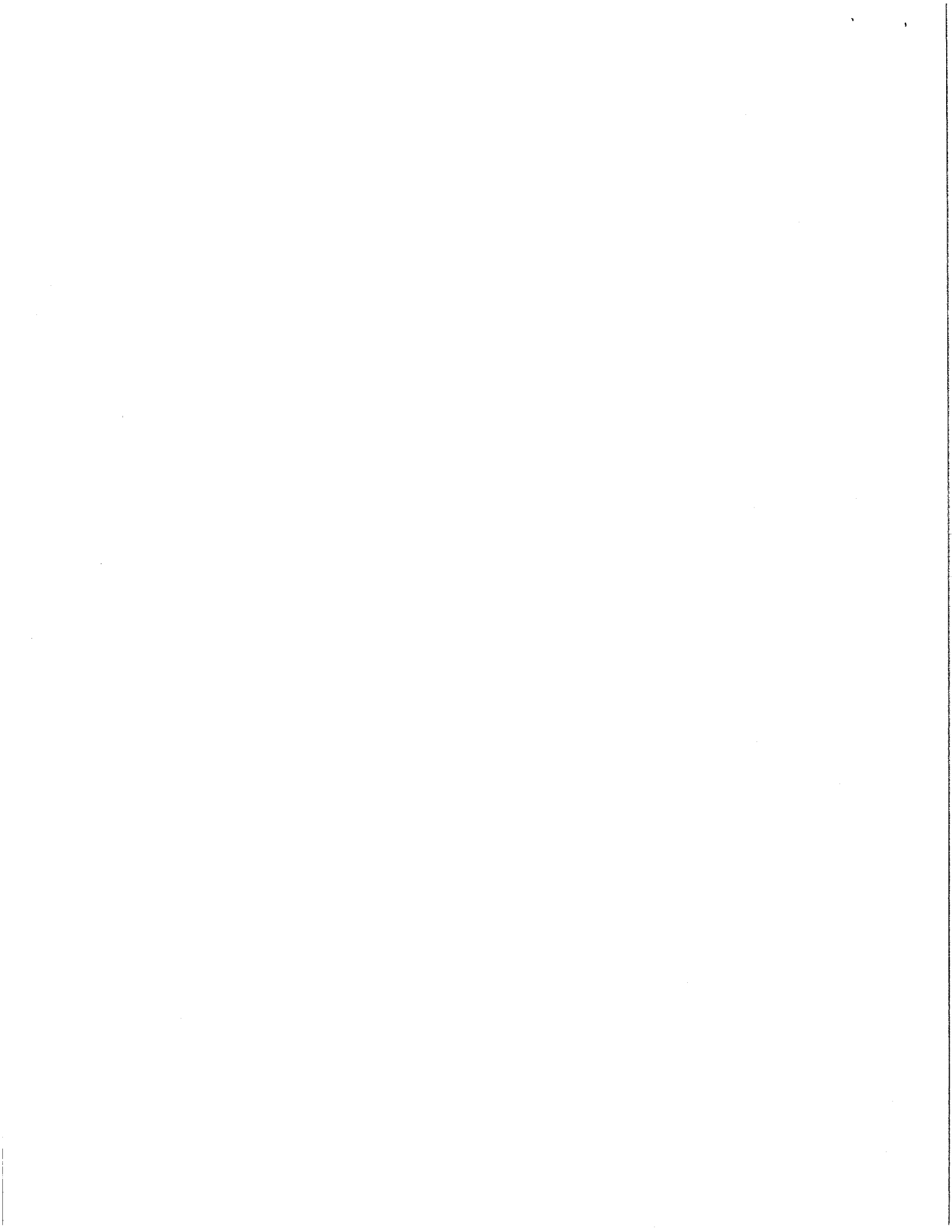
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)
dfant
41806381

The ACORD name and logo are registered marks of ACORD



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (optional - see paragraph B.)

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

A. ADDITIONAL INSUREDS – MISCELLANEOUS

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

1. LESSOR OF LEASED EQUIPMENT

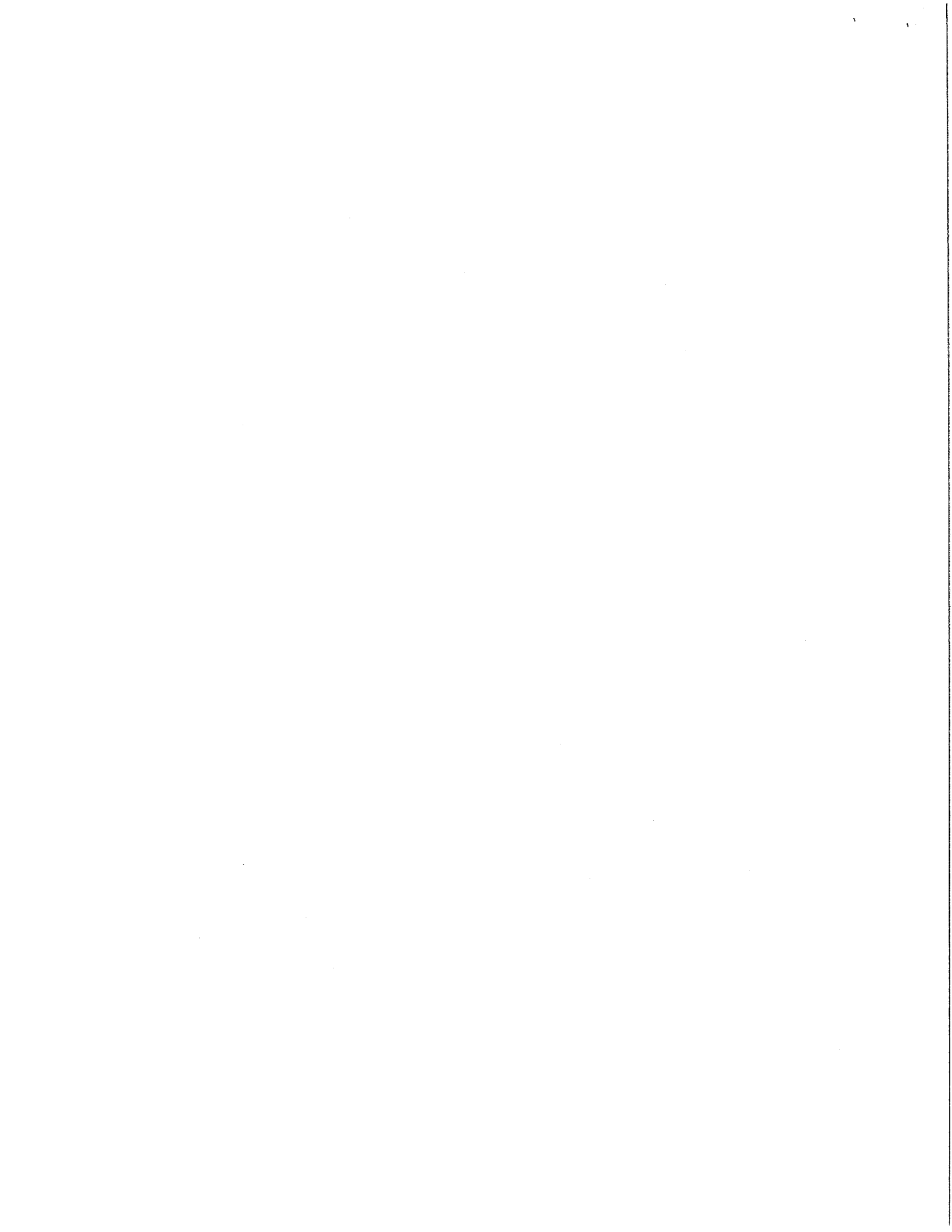
A lessor from whom you lease equipment. Such lessor of leased equipment is insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such lessor. With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

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

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

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

A manager or lessor of premises leased to you.



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

This insurance does not apply to:

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

4. MORTGAGEE, ASSIGNEE OR RECEIVER

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

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

5. CONTROLLING INTEREST

A person or organization with a controlling interest in you.

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

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

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

6. CO-OWNER OF INSURED PREMISES

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

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

7. EXECUTORS, ADMINISTRATORS, TRUSTEES OR BENEFICIARIES

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

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

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

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

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

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

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

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

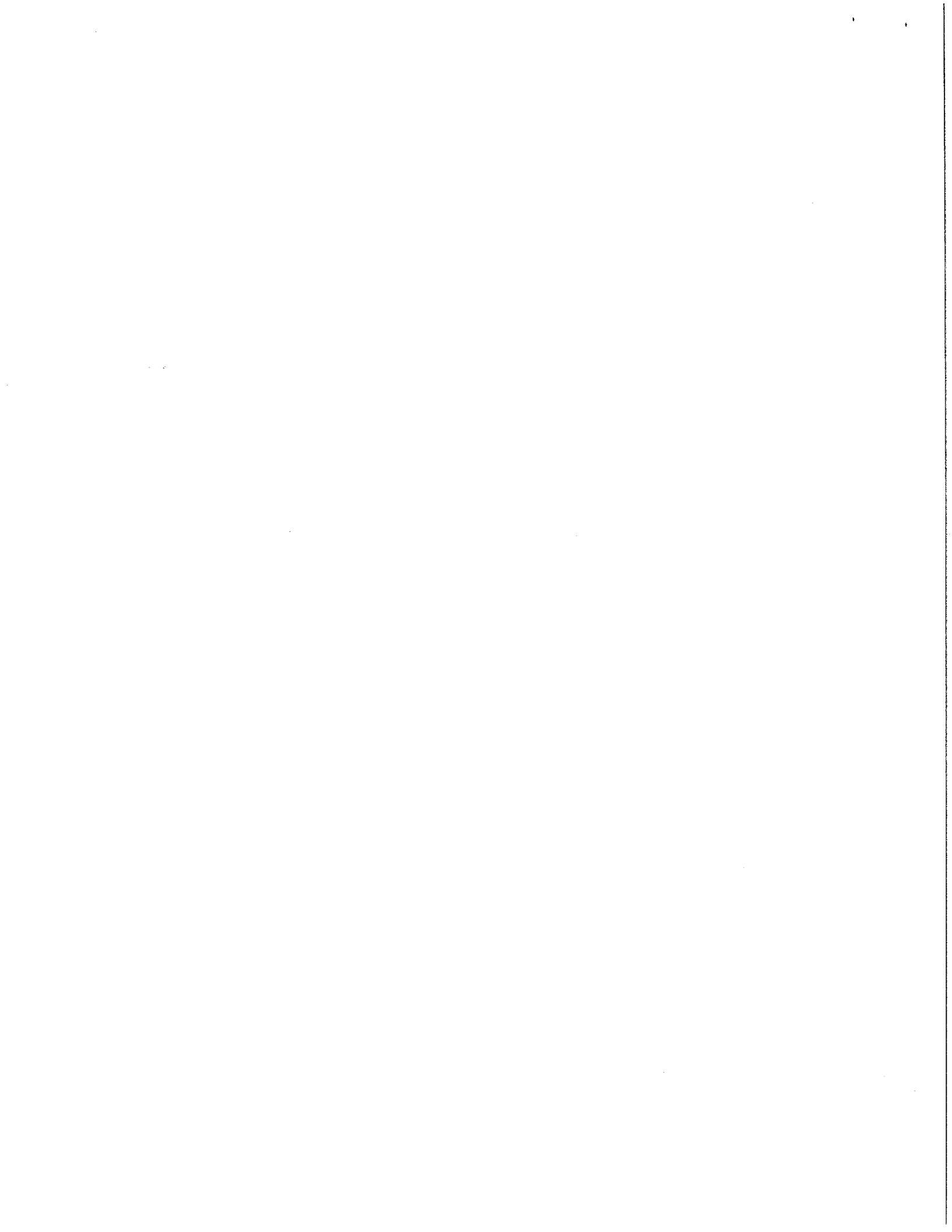
- (a) Premises you own, rent or control and to which this insurance applies. This insurance applies only with respect to following hazards:

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

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

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

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



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

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

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

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

whichever is less.

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

C. ADDITIONAL INSURED – VENDORS

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

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

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

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

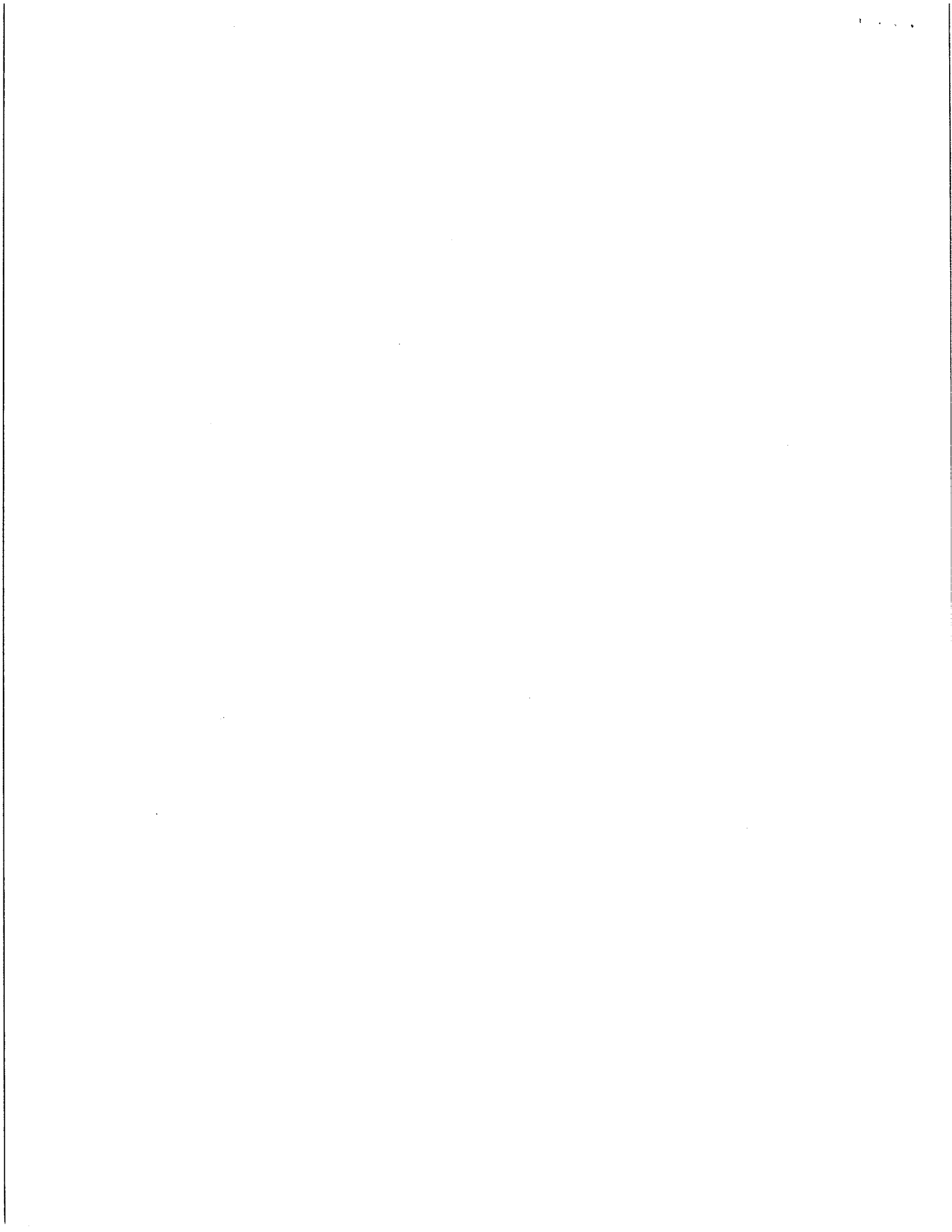
The most we will pay on behalf of such vendor is the amount of insurance:

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

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

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

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



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

D. ADDITIONAL INSURED – EXCLUSION

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

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

E. ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY

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

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

F. ADDITIONAL INSURED - DUTIES

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

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

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

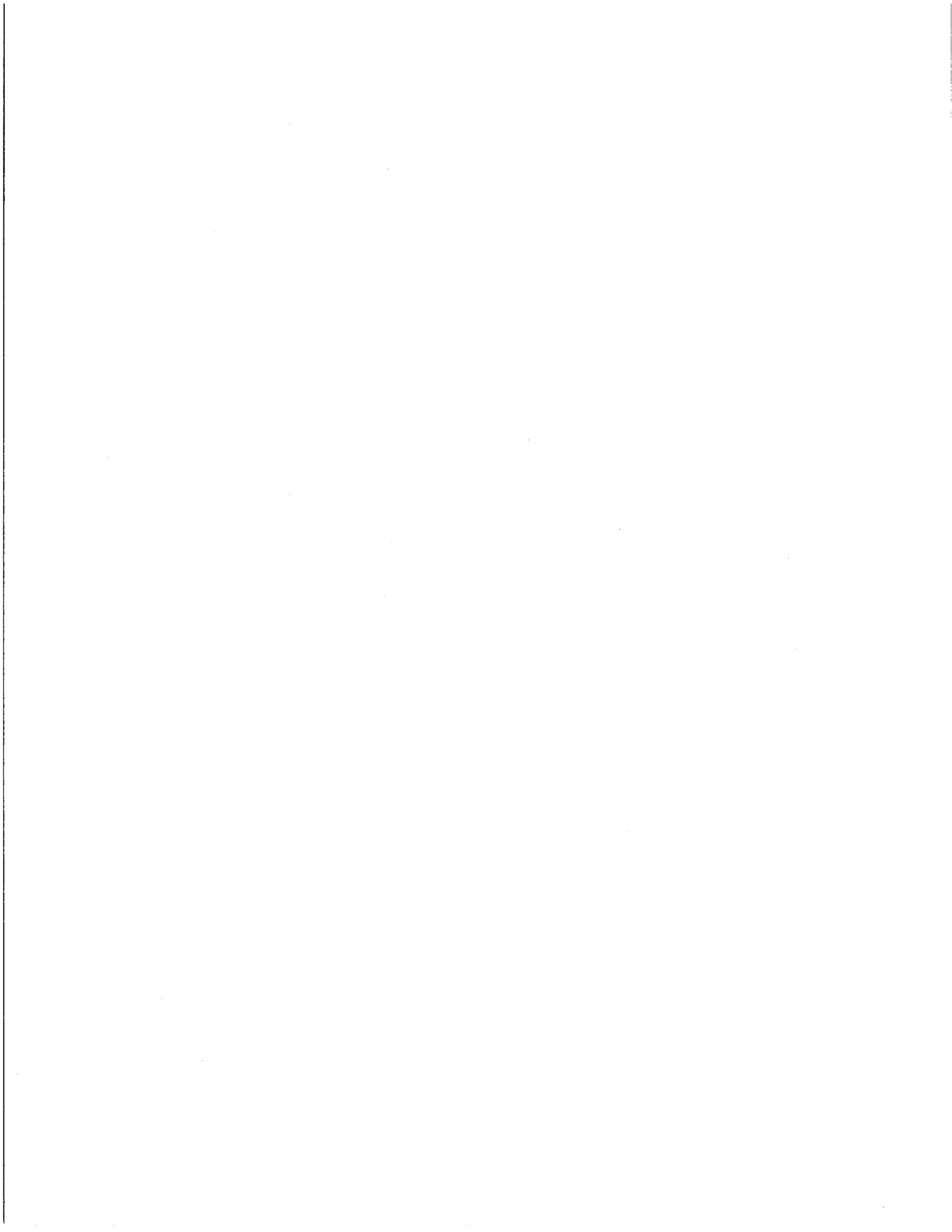
We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

H. ADDITIONAL INSURED – DEFINITIONS:

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

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

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





OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

MAY 19, 1999

6050-360-5

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

RE DAVIS TREE CARE AND LANDSCAPE, INCORPORATED

DEAR SIR OR MADAM:

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

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

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

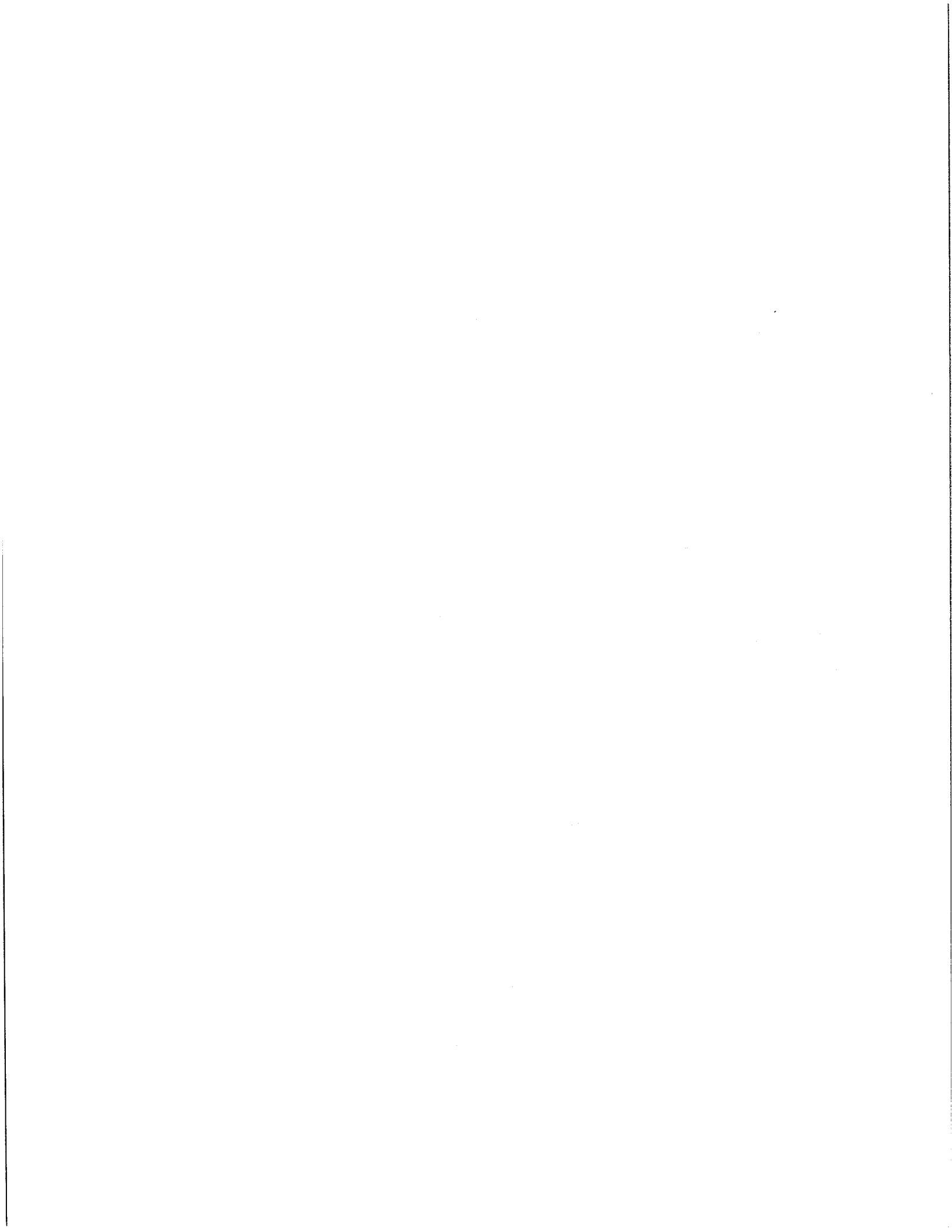
SECURITIES CANNOT BE ISSUED OR SOLD EXCEPT IN COMPLIANCE WITH THE ILLINOIS SECURITIES LAW OF 1953, 815 ILLINOIS COMPILED STATUTES, 5/1 ET SEQ. FOR FURTHER INFORMATION CONTACT THE OFFICE OF THE SECRETARY OF STATE, SECURITIES DEPARTMENT AT (217) 782-2256 OR (312) 793-3384.

SINCERELY YOURS,

Jesse White

JESSE WHITE
SECRETARY OF STATE

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



State of Illinois
Office of
The Secretary of State

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

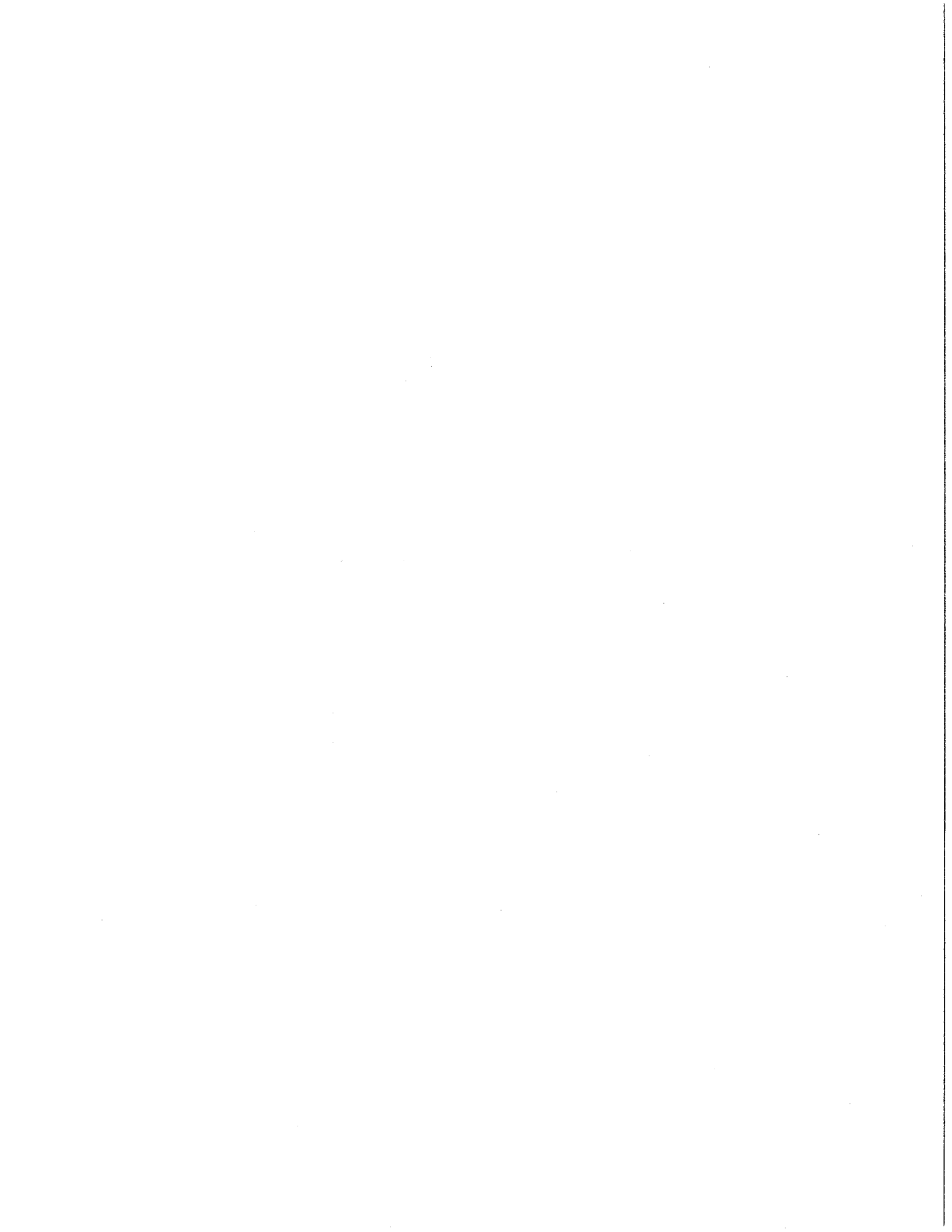
Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

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



Jesse White

Secretary of State



HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



First Midwest Bank

100495231

70-2646719

November 5, 2014
DATE

PAY TO THE
ORDER OF

Village of Oak Park

\$ 14,300.00

FIRST MIDWEST BANK 11 4300 AND 00 CTS

Drawer: First Midwest Bank



[Handwritten Signature]
AUTHORIZED SIGNATURE NP

[Handwritten Signature]
AUTHORIZED SIGNATURE NP

FOR Davis Tree Care

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

⑈ 100495231 ⑈ ⑆ 071926469 ⑆ 0888300600 ⑈

