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### Corporation File Detail Report

|             |   |
|-------------|---|
| File Number | 60503605                                    |
| Entity Name | DAVIS TREE CARE AND LANDSCAPE, INCORPORATED |
| Status      | ACTIVE                                      |

| Entity Information            |                        |
|-------------------------------|------------------------|
| Entity Type                   | CORPORATION            |
| Type of Corp                  | DOMESTIC BCA           |
| Incorporation Date (Domestic) | Wednesday, 19 May 1999 |
| State                         | ILLINOIS               |
| Duration Date                 | PERPETUAL              |

| Agent Information |  |
|-------------------|--|
| Name              | ROBERT DAVIS                               |
| Address           | 7459 FRANKLIN ST<br>FOREST PARK , IL 60130 |
| Change Date       | Thursday, 18 July 2019                     |

| Annual Report |                           |
|---------------|---------------------------|
| Filing Date   | Thursday, 14 October 2021 |
| For Year      | 2021                      |

| Officers                    |   |
|-----------------------------|---|
| President<br>Name & Address | ROBERT DAVIS 7459 FRANKLIN STREET FOREST PARK IL, 60130 |
| Secretary<br>Name & Address | TINA ROMERO 7459 FRANKLIN STREET FOREST PARK IL, 60130  |

Approved

[Sign In](#)



Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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|            |            |               |                                 |
|------------|------------|---------------|---------------------------------|
| File #:    | RES 20-234 | Name:         |                                 |
| Type:      | Resolution | Status:       | Consent Agenda                  |
|            |            | In control:   | President and Board of Trustees |
| On agenda: | 11/23/2020 | Final action: |                                 |

Title: A Resolution Approving an Independent Contractor Agreement with Davis Tree Care and Landscape, Incorporated for Village Wide Parkway Tree Pruning and Removal in 2021 in an Amount Not to Exceed \$350,000.00 and Authorizing its Execution

Attachments: [1. Resolution - Davis- Parkway Tree Pruning and Removal](#), [2. Independent Contractor Agreement-Davis](#), [3. Attachments - Bid Tab - Davis - Parkway Tree Pruning and Removal](#), [4. Attachments - Contract Documents - Davis - Parkway Tree Pruning and Removal](#)

[History \(0\)](#)   [Text](#)

**Submitted By**

John P. Wielebnicki, Public Works Director

**Reviewed By**

[Click here to enter text.](#)

Entered

**Agenda Item Title**

A Resolution Approving an Independent Contractor Agreement with Davis Tree Care and Landscape, Incorporated for Village Wide Parkway Tree Pruning and Removal in 2021 in an Amount Not to Exceed \$350,000.00 and Authorizing its Execution

**Overview**

Pruning - Each year the Village budgets for tree pruning in order to maintain good tree health, mitigate hazards in the public right-of-way from dead, weak, and interfering branches, and maintain clear sight lines and proper pedestrian and vehicular, and structure clearances. In order to reduce the high frequency of requests for pruning, proactively treat hazardous tree situations, and

decrease the severity and cost of cycle pruning, a four-year pruning cycle was implemented in 2003 and in 2019 the Village transitioned to a three year cycle pruning program to improve the management of the urban forest and lessen the impact of a single pruning on the parkway trees. This agreement allows the village to enter into a contract for the pruning of one third of those trees.

Removal - The Village has over 18,000 public trees on parkways and in other public spaces. Each year a portion of those trees need to be removed. The Village contracts for these services. Tree removal contractors are also called on to provide emergency services such as storm damage clean-up and emergency tree removal. This contract with Davis will also include the removal of parkway trees.

### **Recommendation**

Approve the Resolution.

### **Fiscal Impact**

The proposed Fiscal Year 2021 budget recommends a total of \$300,000.00 for Parkway Tree Pruning, \$150,000.00 for Parkway Tree Removal, and \$50,000.00 for Storm Clean-up in the General Fund, External Support account no. 1001-43800-741-530667.

A total of \$350,000.00 from this account is proposed to be awarded to Davis Tree Care and Landscape, Incorporated for these services: \$300,000 for Parkway Tree Pruning, \$25,000.00 for Parkway Tree Removal and \$25,000.00 for Storm Clean-up. An agreement with another tree removal contractor is proposed under another agenda item.

### **Background**

The Village has over 18,000 public trees on parkways and in other public spaces. As the caretaker of this urban forest, the Village has historically maintained these with a proactive pruning and removal program in addition to other maintenance practices. In September 2020 Village staff requested bids for three separate Fiscal Year 2021 tree maintenance practices (pruning, removal, and stumping) under a "Comprehensive Tree Maintenance Bid" for services in 2021. Davis Tree Care and Landscape, Incorporated of Forest Park, IL was approved as the low responsive bidders for Parkway Tree Pruning and one of the low bidders for Parkway Tree Removal Services.

The Village's tree pruning program is a three year pruning cycle where every village owned tree over 2" should be pruned during one of those years. All trees within a specified geographical area are pruned in a single season. All pruning is done by a contractor. The 2021 pruning area includes all trees located within the area bounded by North Avenue to Chicago Avenue from Austin Boulevard to Harlem Avenue. The work on this contract would be scheduled to begin on January 4, 2021 and should be complete by April 16, 2021.

In addition, each year a portion of those trees need to be removed due to disease (Dutch elm disease), insect infestation (Emerald ash borer), storm damage and senescence. The Village contracts for these services through a year-long contract that invoices at different rates depending on the season. Tree removal contractors are also called on to provide emergency services such as storm damage clean-up and emergency tree removal.

Experience over the last several years has determined that a single contractor can have difficulty keeping pace with removals and storm damage demands, especially if weather conditions for the season are severe. Staff has started the practice of contracting with multiple contractors for removal contracts to assure removal within a timely manner and meeting the goals before the end of the contract period.

The Public Works Department recommends contracting with two contractors for parkway tree removal and emergency services. Services will be rendered and paid for based on the appropriate seasonal rate group. Davis Tree Care and Landscape Incorporated has completed this work for the Village in a professional manner and is recommended to continue to provide the Village this service. The contract for the other contractor, A&B Landscaping and Tree Service, Inc., is under a separate agenda item.

**Alternatives**

The Board can delay action to gain additional information.

**Previous Board Action**

The Village Board approved funding for the program as part of the Fiscal Year 2021 budget and has approved tree removal contractor agreements annually.

**Citizen Advisory Commission Action**

N/A.

**Anticipated Future Actions/Commitments**

It is anticipated that the Public Works Department will be bringing this agreement to the Village Board annually.

**Intergovernmental Cooperation Opportunities**

The Park District of Oak Park and the Library were invited to participate in the bid process and include their proposed 2021 work in the bid package. The Park District included removal and pruning specifications in the bid package and collected pricing.



**Village of Oak Park  
2021 Parkway Tree Cycle Pruning**

| No.           | D.B.H          | Est. # | A & B Tree Service Inc. |                | Bartlett Tree Service Inc. |                | Davis Tree Care Inc. |                | Homer Tree Service Inc. |                | Sinnott Tree Service Inc. |                | Winkler Tree Inc. |                |
|---------------|----------------|--------|-------------------------|----------------|----------------------------|----------------|----------------------|----------------|-------------------------|----------------|---------------------------|----------------|-------------------|----------------|
|               |                |        | Unit Price              | Total by class | Unit Price                 | Total by class | Unit Price           | Total by class | Unit Price              | Total by class | Unit Price                | Total by class | Unit Price        | Total by class |
| 1             | 1" - 4"        | 1140   | No Bid                  | No Bid         | \$10.00                    | \$ 11,400.00   | \$15.00              | \$ 17,100.00   | No Bid                  | No Bid         | No Bid                    | No Bid         | \$12.00           | \$ 13,680.00   |
| 2             | 4.1" - 6"      | 591    | No Bid                  | No Bid         | \$18.00                    | \$ 10,638.00   | \$25.00              | \$ 14,775.00   | No Bid                  | No Bid         | No Bid                    | No Bid         | \$22.00           | \$ 13,002.00   |
| 3             | 6.1" - 12"     | 1446   | No Bid                  | No Bid         | \$35.00                    | \$ 50,610.00   | \$25.00              | \$ 36,150.00   | No Bid                  | No Bid         | No Bid                    | No Bid         | \$42.00           | \$ 60,732.00   |
| 4             | 12.1" - 20"    | 1821   | No Bid                  | No Bid         | \$90.00                    | \$ 163,890.00  | \$48.00              | \$ 87,408.00   | No Bid                  | No Bid         | No Bid                    | No Bid         | \$80.00           | \$ 145,680.00  |
| 5             | 20.1" - 30"    | 1167   | No Bid                  | No Bid         | \$195.00                   | \$ 227,565.00  | \$75.00              | \$ 87,525.00   | No Bid                  | No Bid         | No Bid                    | No Bid         | \$150.00          | \$ 175,050.00  |
| 6             | 30.1" and Over | 347    | No Bid                  | No Bid         | \$580.00                   | \$ 201,260.00  | \$95.00              | \$ 32,965.00   | No Bid                  | No Bid         | No Bid                    | No Bid         | \$210.00          | \$ 72,870.00   |
| <b>Total:</b> |                |        |                         |                | \$ 665,363.00              |                | \$ 275,923.00        |                | \$                      |                | \$                        |                | \$ 481,014.00     |                |

**2021 Cycle Pruning Emergency Call Out Rates Per Hour**

|                               | A & B Tree Service Inc. | Bartlett Tree Service Inc. | Davis Tree Care Inc. | Homer Tree Service Inc. | Sinnott Tree Service Inc. | Winkler Tree Inc. |
|-------------------------------|-------------------------|----------------------------|----------------------|-------------------------|---------------------------|-------------------|
| 2 men Chipper truck w/chipper | No Bid                  | \$300.00                   | \$240.00             | No Bid                  | No Bid                    | \$275.00          |
| 1 man Aerial Lift Truck       | No Bid                  | \$200.00                   | \$135.00             | No Bid                  | No Bid                    | \$150.00          |
| 1 man Log Loader              | No Bid                  | \$500.00                   | \$135.00             | No Bid                  | No Bid                    | \$175.00          |
| 1 man Semi Tractor-trailer    | No Bid                  | \$850.00                   | \$135.00             | No Bid                  | No Bid                    | \$250.00          |
| 1 man Crane                   | No Bid                  | \$850.00                   | No Bid               | No Bid                  | No Bid                    | \$250.00          |
| Laborer                       | No Bid                  | \$150.00                   | \$105.00             | No Bid                  | No Bid                    | \$125.00          |

**2021 Winter Parkway Tree Removals**

| No.           | D.B.H     | Avg Dia | Est. # | A & B Tree Service Inc. |                | Bartlett Tree Service Inc. |                | Davis Tree Care Inc. |                | Homer Tree Service Inc. |                | Sinnott Tree Service Inc. |                | Winkler Tree Inc. |                |
|---------------|-----------|---------|--------|-------------------------|----------------|----------------------------|----------------|----------------------|----------------|-------------------------|----------------|---------------------------|----------------|-------------------|----------------|
|               |           |         |        | Bid Price               | Total by class | Bid Price                  | Total by class | Bid Price            | Total by class | Bid Price               | Total by class | Bid Price                 | Total by class | Bid Price         | Total by class |
| 1             | 0"-11"    | 9       | 20     | \$3.00                  | \$ 540.00      | No Bid                     | No Bid         | \$4.00               | \$ 720.00      | No Bid                  | No Bid         | \$14.50                   | \$2,610.00     | No Bid            | No Bid         |
| 2             | 11.1"-18" | 16      | 60     | \$7.50                  | \$ 7,200.00    | No Bid                     | No Bid         | \$8.00               | \$ 7,680.00    | No Bid                  | No Bid         | \$17.00                   | \$16,320.00    | No Bid            | No Bid         |
| 3             | 18.1"-24" | 21      | 60     | \$11.00                 | \$ 13,860.00   | No Bid                     | No Bid         | \$13.00              | \$ 16,380.00   | No Bid                  | No Bid         | \$19.00                   | \$23,940.00    | No Bid            | No Bid         |
| 4             | 24.1"-30" | 27      | 40     | \$13.00                 | \$ 14,040.00   | No Bid                     | No Bid         | \$15.00              | \$ 16,200.00   | No Bid                  | No Bid         | \$20.00                   | \$21,600.00    | No Bid            | No Bid         |
| 5             | 30.1"-36" | 33      | 10     | \$17.00                 | \$ 5,610.00    | No Bid                     | No Bid         | \$18.00              | \$ 5,940.00    | No Bid                  | No Bid         | \$22.00                   | \$7,260.00     | No Bid            | No Bid         |
| 6             | 36.1"-    | 41      | 10     | \$17.00                 | \$ 6,970.00    | No Bid                     | No Bid         | \$20.00              | \$ 8,200.00    | No Bid                  | No Bid         | \$22.00                   | \$9,020.00     | No Bid            | No Bid         |
| <b>Total:</b> |           |         |        |                         | \$ 48,220.00   |                            | \$ 55,120.00   |                      | \$             |                         | \$ 80,750.00   |                           | \$             |                   |                |

**2021 Summer Parkway Tree Removals**

| No.           | D.B.H     | Avg Dia | Est. # | A & B Tree Service Inc. |                | Bartlett Tree Service Inc. |                | Davis Tree Care Inc. |                | Homer Tree Service Inc. |                | Sinnott Tree Service Inc. |                | Winkler Tree Inc. |                |
|---------------|-----------|---------|--------|-------------------------|----------------|----------------------------|----------------|----------------------|----------------|-------------------------|----------------|---------------------------|----------------|-------------------|----------------|
|               |           |         |        | Bid Price               | Total by class | Bid Price                  | Total by class | Bid Price            | Total by class | Bid Price               | Total by class | Bid Price                 | Total by class | Bid Price         | Total by class |
| 1             | 0"-11"    | 9       | 20     | \$7.50                  | \$ 1,350.00    | No Bid                     | No Bid         | \$2.50               | \$ 450.00      | No Bid                  | No Bid         | \$14.50                   | \$2,610.00     | No Bid            | No Bid         |
| 2             | 11.1"-18" | 16      | 50     | \$11.50                 | \$ 9,200.00    | No Bid                     | No Bid         | \$14.00              | \$ 11,200.00   | No Bid                  | No Bid         | \$19.00                   | \$15,200.00    | No Bid            | No Bid         |
| 3             | 18.1"-24" | 21      | 60     | \$19.50                 | \$ 24,570.00   | No Bid                     | No Bid         | \$21.00              | \$ 26,460.00   | No Bid                  | No Bid         | \$21.00                   | \$26,460.00    | No Bid            | No Bid         |
| 4             | 24.1"-30" | 27      | 40     | \$23.00                 | \$ 24,840.00   | No Bid                     | No Bid         | \$25.00              | \$ 27,000.00   | No Bid                  | No Bid         | \$27.00                   | \$29,160.00    | No Bid            | No Bid         |
| 5             | 30.1"-36" | 33      | 15     | \$28.50                 | \$ 14,107.50   | No Bid                     | No Bid         | \$29.00              | \$ 14,355.00   | No Bid                  | No Bid         | \$34.00                   | \$16,830.00    | No Bid            | No Bid         |
| 6             | 36.1"-    | 41      | 15     | \$35.00                 | \$ 21,525.00   | No Bid                     | No Bid         | \$37.00              | \$ 22,755.00   | No Bid                  | No Bid         | \$38.00                   | \$23,370.00    | No Bid            | No Bid         |
| <b>Total:</b> |           |         |        |                         | \$ 95,592.50   |                            | \$ 102,220.00  |                      | \$             |                         | \$ 113,630.00  |                           | \$             |                   |                |

**2021 Parkway Tree Removal Emergency Call Out Rates Per Hour**

|                               | A & B Tree Service Inc. | Bartlett Tree Service Inc. | Davis Tree Care Inc. | Homer Tree Service Inc. | Sinnott Tree Service Inc. | Winkler Tree Inc. |
|-------------------------------|-------------------------|----------------------------|----------------------|-------------------------|---------------------------|-------------------|
| 2 men Chipper truck w/chipper | \$180.00                | No Bid                     | \$240.00             | No Bid                  | \$225.00                  | \$275.00          |
| 1 man Aerial Lift Truck       | \$120.00                | No Bid                     | \$135.00             | No Bid                  | \$150.00                  | \$150.00          |
| 1 man Log Loader              | \$120.00                | No Bid                     | \$135.00             | No Bid                  | \$150.00                  | \$175.00          |
| 1 man Semi Tractor-trailer    | \$120.00                | No Bid                     | \$135.00             | No Bid                  | \$180.00                  | \$250.00          |
| 1 man Crane                   | \$120.00                | No Bid                     | No Bid               | No Bid                  | \$250.00                  | \$250.00          |
| Laborer                       | \$50.00                 | No Bid                     | \$105.00             | No Bid                  | \$100.00                  | \$125.00          |

**2021 Parkway Tree Slump Removals**

| No. | Grind Type | Est. # | A & B Tree Service Inc. |               | Bartlett Tree Service Inc. |        | Davis Tree Care Inc. |               | Homer Tree Service Inc. |        | Sinnott Tree Service Inc. |              | Winkler Tree Inc. |        |
|-----|------------|--------|-------------------------|---------------|----------------------------|--------|----------------------|---------------|-------------------------|--------|---------------------------|--------------|-------------------|--------|
|     |            |        | Bid Price               | Total         | Bid Price                  | Total  | Bid Price            | Total         | Bid Price               | Total  | Bid Price                 | Total        | Bid Price         | Total  |
| 1   | Full Grind | 400    | \$250.00                | \$ 100,000.00 | No Bid                     | No Bid | \$350.00             | \$ 140,000.00 | No Bid                  | No Bid | \$175.00                  | \$ 70,000.00 | No Bid            | No Bid |

**2021 Parkway Restoration Rate per Square Yard**

|                              | A & B Tree Service Inc. | Bartlett Tree Service Inc. | Davis Tree Care Inc. | Homer Tree Service Inc. | Sinnott Tree Service Inc. | Winkler Tree Inc. |
|------------------------------|-------------------------|----------------------------|----------------------|-------------------------|---------------------------|-------------------|
| Parkway Restoration with Sod | \$10.00                 | No Bid                     | No Bid               | No Bid                  | No Bid                    | No Bid            |

**Park District of Oak Park  
2021 Park Tree Cycle Pruning**

| No.           | Park                      | A & B Tree Service Inc. |       | Bartlett Tree Service Inc. |        | Davis Tree Care Inc. |       | Homer Tree Service Inc. |        | Sinnott Tree Service Inc. |        | Winkler Tree Inc. |       |
|---------------|---------------------------|-------------------------|-------|----------------------------|--------|----------------------|-------|-------------------------|--------|---------------------------|--------|-------------------|-------|
|               |                           | Bid Price               | Total | Bid Price                  | Total  | Bid Price            | Total | Bid Price               | Total  | Bid Price                 | Total  | Bid Price         | Total |
| 1             | Taylor Park (151 Trees)   | \$11,325.00             |       | No Bid                     | No Bid | \$11,220.00          |       | No Bid                  | No Bid | No Bid                    | No Bid | \$12,960.00       |       |
| 2             | Lindberg Park (163 Trees) | \$12,225.00             |       | No Bid                     | No Bid | \$12,240.00          |       | No Bid                  | No Bid | No Bid                    | No Bid | \$9,000.00        |       |
| 3             | Andersen Park (22 Trees)  | \$1,650.00              |       | No Bid                     | No Bid | \$1,785.00           |       | No Bid                  | No Bid | No Bid                    | No Bid | \$2,160.00        |       |
| 4             | Dole Center (16 Trees)    | \$1,200.00              |       | No Bid                     | No Bid | \$1,275.00           |       | No Bid                  | No Bid | No Bid                    | No Bid | \$2,880.00        |       |
| 5             | Prandolph Park (6 Tree)   | \$450.00                |       | No Bid                     | No Bid | \$765.00             |       | No Bid                  | No Bid | No Bid                    | No Bid | \$2,000.00        |       |
| <b>Total:</b> |                           | \$ 26,850.00            |       | \$                         |        | \$ 27,285.00         |       | \$                      |        | \$                        |        | \$ 29,000.00      |       |

**2021 Park Tree Removals**

| No.           | D.B.H       | Avg Dia | Est. # | A & B Tree Service Inc. |                | Bartlett Tree Service Inc. |                | Davis Tree Care Inc. |                | Homer Tree Service Inc. |                | Sinnott Tree Service Inc. |                | Winkler Tree Inc. |                |
|---------------|-------------|---------|--------|-------------------------|----------------|----------------------------|----------------|----------------------|----------------|-------------------------|----------------|---------------------------|----------------|-------------------|----------------|
|               |             |         |        | Bid Price               | Total by class | Bid Price                  | Total by class | Bid Price            | Total by class | Bid Price               | Total by class | Bid Price                 | Total by class | Bid Price         | Total by class |
| 1             | 0"-10"      | 8       | 1      | \$11.50                 | \$ 92.00       | No Bid                     | No Bid         | \$4.00               | \$ 32.00       | No Bid                  | No Bid         | \$14.50                   | \$116.00       | No Bid            | No Bid         |
| 2             | 10.1" - 18" | 12      | 2      | \$15.50                 | \$ 372.00      | No Bid                     | No Bid         | \$14.00              | \$ 336.00      | No Bid                  | No Bid         | \$17.00                   | \$408.00       | No Bid            | No Bid         |
| 3             | 18.1"-24"   | 20      | 2      | \$23.50                 | \$ 940.00      | No Bid                     | No Bid         | \$21.00              | \$ 840.00      | No Bid                  | No Bid         | \$19.00                   | \$760.00       | No Bid            | No Bid         |
| 4             | 24.1"-30"   | 26      | 2      | \$27.00                 | \$ 1,404.00    | No Bid                     | No Bid         | \$25.00              | \$ 1,300.00    | No Bid                  | No Bid         | \$20.00                   | \$1,040.00     | No Bid            | No Bid         |
| 5             | 30.1"-36"   | 32      | 2      | \$32.50                 | \$ 2,080.00    | No Bid                     | No Bid         | \$29.00              | \$ 1,856.00    | No Bid                  | No Bid         | \$22.00                   | \$1,408.00     | No Bid            | No Bid         |
| 6             | 36.1"-      | 36      | 2      | \$39.00                 | \$ 2,808.00    | No Bid                     | No Bid         | \$37.00              | \$ 2,664.00    | No Bid                  | No Bid         | \$22.00                   | \$1,584.00     | No Bid            | No Bid         |
| <b>Total:</b> |             |         |        |                         | \$ 7,696.00    |                            | \$ 7,028.00    |                      | \$             |                         | \$ 5,316.00    |                           | \$             |                   |                |

**2021 Emergency Call Out Rates Per Hour**

|                               | A & B Tree Service Inc. | Bartlett Tree Service Inc. | Davis Tree Care Inc. | Homer Tree Service Inc. | Sinnott Tree Service Inc. | Winkler Tree Inc. |
|-------------------------------|-------------------------|----------------------------|----------------------|-------------------------|---------------------------|-------------------|
| 2 men Chipper truck w/chipper | \$180.00                | No Bid                     | \$240.00             | No Bid                  | \$225.00                  | \$275.00          |
| 1 man Aerial Lift Truck       | \$120.00                | No Bid                     | \$135.00             | No Bid                  | \$150.00                  | \$150.00          |
| 1 man Log Loader              | \$120.00                | No Bid                     | \$135.00             | No Bid                  | \$150.00                  | \$175.00          |
| 1 man Semi Tractor-trailer    | \$120.00                | No Bid                     | \$135.00             | No Bid                  | \$180.00                  | \$250.00          |
| 1 man Crane                   | \$120.00                | No Bid                     | No Bid               | No Bid                  | \$250.00                  | \$250.00          |
| Laborer                       | \$50.00                 | No Bid                     | \$105.00             | No Bid                  | \$100.00                  | \$125.00          |

**2021 Alternative Non-Emergency Call Out Rates Per Hour**

|                               | A & B Tree Service Inc. | Bartlett Tree Service Inc. | Davis Tree Care Inc. | Homer Tree Service Inc. | Sinnott Tree Service Inc. | Winkler Tree Inc. |
|-------------------------------|-------------------------|----------------------------|----------------------|-------------------------|---------------------------|-------------------|
| 2 men Chipper truck w/chipper | \$180.00                | No Bid                     | \$170.00             | No Bid                  | \$175.00                  | \$275.00          |
| 1 man Aerial Lift Truck       | \$120.00                | No Bid                     | \$100.00             | No Bid                  | \$125.00                  | \$150.00          |
| 1 man Log Loader              | \$120.00                | No Bid                     | \$100.00             | No Bid                  | \$100.00                  | \$175.00          |
| 1 man Semi Tractor-trailer    | \$120.00                | No Bid                     | No Bid               | No Bid                  | \$150.00                  | \$250.00          |
| 1 man Crane                   | \$120.00                | No Bid                     | No Bid               | No Bid                  | \$200.00                  | \$                |
| Laborer                       | \$50.00                 | No Bid                     | \$85.00              | No Bid                  | \$50.00                   | \$125.00          |

**THE VILLAGE AND PARK DISTRICT OF OAK PARK ARE STILL WORKING TO CONFIRM THE QUALIFICATION OF LOW BIDDERS.**



# ORIGINAL

## RESOLUTION

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH  
DAVIS TREE CARE AND LANDSCAPE, INCORPORATED FOR  
VILLAGE WIDE PARKWAY TREE PRUNING AND REMOVAL SERVICES IN 2021  
IN AN AMOUNT NOT TO EXCEED \$350,000.00 AND AUTHORIZING ITS EXECUTION**


**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") for Village Wide Parkway Tree Pruning and Removal Services in 2021 with Davis Tree Care and Landscape, Incorporated in an amount not to exceed \$350,000.00 is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

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

**ADOPTED** this 16<sup>th</sup> day of November, 2020, pursuant to a roll call vote as follows:

| Voting                    | Aye | Nay | Abstain | Absent |
|---------------------------|-----|-----|---------|--------|
| President Abu-Taleb       | ✓   |     |         |        |
| Trustee Andrews           | ✓   |     |         |        |
| Trustee Boutet            | ✓   |     |         |        |
| Trustee Buchanan          | ✓   |     |         |        |
| Trustee Moroney           | ✓   |     |         |        |
| Trustee Taglia            | ✓   |     |         |        |
| Trustee Walker-Peddakotla | ✓   |     |         |        |

**APPROVED** this 16<sup>th</sup> day of November, 2020.

  
Anan Abu-Taleb, Village President

**ATTEST**

  
Vicki Scaman, Village Clerk







## INDEPENDENT CONTRACTOR AGREEMENT

23<sup>rd</sup> THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on this day of November, 2020, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and Davis Tree Care and Landscape, Incorporated, an Illinois Corporation (hereafter the "Contractor").

WHEREAS, Contractor submitted a Bid dated September 24, 2020 a copy of which is attached hereto and incorporated herein by reference, to provide Village Wide Parkway Tree Pruning and Removal Services (hereinafter referred to as the "Work") for the public ways in the Village (hereinafter referred to as the "Project") pursuant to the Village's Request for Bids dated September 9, 2020, incorporated herein by reference as though fully set forth; and

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

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

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

### 1. RECITALS INCORPORATED

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

### 2. SCOPE OF WORK

The Contractor shall perform the Project in accordance with its Proposal in an amount not to exceed \$350,000.00 ("Contract Price"). The Contractor shall complete the Project in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Bids, the Contractor's Bid and this Contract, all of which together shall constitute the Contract Documents. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The Contractor further represents and warrants that the

Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects.

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

### **3. DESIGNATED REPRESENTATIVES**

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Manager shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

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

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on December 31, 2021. The term of this Contract may

be renewed in writing for two (2) additional one (1)-year periods of time pursuant to the consent of the parties.

## **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 Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

## **6. TERMINATION**

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The

Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

**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 and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

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

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

**(A) Commercial General Liability:**

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

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

**(B) Workers' Compensation:**

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

(C) **Comprehensive Automobile Liability:**

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

ii. Limits:

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

(D) **Umbrella:**

i. Limits:

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

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

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

**10. GUARANTY**

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

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

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

**11. AFFIDAVIT OR CERTIFICATE**

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

**12. NOTICES**

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by 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:**

Village Manager  
Village of Oak Park  
123 Madison St.  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**To the Contractor:**

Robert Davis  
Davis Tree Care and Landscape, Incorporated  
7459 Franklin Street  
Forest Park, IL 60130  
Email: [mark.eggemann@everestteam.com](mailto:mark.eggemann@everestteam.com)

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

**13. AUTHORITY TO EXECUTE**

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

**14. EFFECTIVE DATE**

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



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

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

**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**

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount fifty thousand (\$50,000.00) dollars as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of 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.

**18. GOVERNING LAW AND VENUE**

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

**19. AMENDMENTS AND MODIFICATIONS**

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

**20. NON-WAIVER OF RIGHTS**

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

**21. CONFLICT**

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

**22. HEADINGS AND TITLES**

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

**23. COOPERATION OF THE PARTIES**

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

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

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

**25. CERTIFIED PAYROLL**

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

**26. EQUAL OPPORTUNITY EMPLOYER**

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

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

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

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

**27. STANDARD OF CARE**

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

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

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

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

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

VILLAGE OF OAK PARK

DAVIS TREE CARE AND LANDCAPE INCORPORATED

Cara Pavlicek  
By: Cara Pavlicek  
Its: Village Manager

Jeff Nuss  
By: Jeff Nuss  
Its:

Date: 11-30, 2020

Date: 12-23-2020, 2020

ATTEST

ATTEST

Vicki Scaman  
By: Vicki Scaman  
Its: Village Clerk

Jeffrey A. Sutphin  
By: Jeffrey A. SUTPHIN  
Its:

Date: 11-30, 2020

Date: 12/23, 2020

REVIEWED AND APPROVED  
ASTORIA  
12-3-2020  
LAW DEPARTMENT

Village of Oak Park  
2021 Parkway Tree Cycle Pruning

| No.    | D.B.H          | Est. # | A & B Tree Service Inc. |                | Bartlett Tree Service Inc. |                | Davis Tree Care Inc. |                | Homer Tree Service Inc. |                | Sinnott Tree Service Inc. |                | Winkler Tree Inc. |                |
|--------|----------------|--------|-------------------------|----------------|----------------------------|----------------|----------------------|----------------|-------------------------|----------------|---------------------------|----------------|-------------------|----------------|
|        |                |        | Unit Price              | Total by class | Unit Price                 | Total by class | Unit Price           | Total by class | Unit Price              | Total by class | Unit Price                | Total by class | Unit Price        | Total by class |
| 1      | 1" - 4"        | 1140   | No Bid                  | No Bid         | \$10.00                    | \$ 11,400.00   | \$15.00              | \$ 17,100.00   | No Bid                  | No Bid         | No Bid                    | No Bid         | \$12.00           | \$ 13,680.00   |
| 2      | 4.1" - 6"      | 591    | No Bid                  | No Bid         | \$18.00                    | \$ 10,638.00   | \$25.00              | \$ 14,775.00   | No Bid                  | No Bid         | No Bid                    | No Bid         | \$22.00           | \$ 13,002.00   |
| 3      | 6.1" - 12"     | 1446   | No Bid                  | No Bid         | \$35.00                    | \$ 50,610.00   | \$25.00              | \$ 36,150.00   | No Bid                  | No Bid         | No Bid                    | No Bid         | \$42.00           | \$ 60,732.00   |
| 4      | 12.1" - 20"    | 1821   | No Bid                  | No Bid         | \$90.00                    | \$ 163,890.00  | \$48.00              | \$ 87,408.00   | No Bid                  | No Bid         | No Bid                    | No Bid         | \$80.00           | \$ 145,680.00  |
| 5      | 20.1" - 30"    | 1167   | No Bid                  | No Bid         | \$195.00                   | \$ 227,565.00  | \$75.00              | \$ 87,525.00   | No Bid                  | No Bid         | No Bid                    | No Bid         | \$150.00          | \$ 175,050.00  |
| 6      | 30.1" and Over | 347    | No Bid                  | No Bid         | \$580.00                   | \$ 201,260.00  | \$95.00              | \$ 32,965.00   | No Bid                  | No Bid         | No Bid                    | No Bid         | \$210.00          | \$ 72,870.00   |
| Total: |                |        | \$                      |                | \$ 665,363.00              |                | \$ 275,923.00        |                | \$                      |                | \$                        |                | \$ 481,014.00     |                |

2021 Cycle Pruning Emergency Call Out Rates Per Hour

|                               |        |          |          |        |        |          |
|-------------------------------|--------|----------|----------|--------|--------|----------|
| 2 men Chipper truck w/chipper | No Bid | \$300.00 | \$240.00 | No Bid | No Bid | \$275.00 |
| 1 man Aerial Lift Truck       | No Bid | \$200.00 | \$135.00 | No Bid | No Bid | \$150.00 |
| 1 man Log Loader              | No Bid | \$500.00 | \$135.00 | No Bid | No Bid | \$175.00 |
| 1 man Semi Tractor-trailer    | No Bid | \$850.00 | \$135.00 | No Bid | No Bid | \$250.00 |
| 1 man Crane                   | No Bid | \$850.00 | No Bid   | No Bid | No Bid | \$250.00 |
| Laborer                       | No Bid | \$150.00 | \$105.00 | No Bid | No Bid | \$125.00 |

2021 Winter Parkway Tree Removals

| No.    | D.B.H     | Avg Dia | Est. # | A & B Tree Service Inc. |                | Bartlett Tree Service Inc. |                | Davis Tree Care Inc. |                | Homer Tree Service Inc. |                | Sinnott Tree Service Inc. |                | Winkler Tree Inc. |                |
|--------|-----------|---------|--------|-------------------------|----------------|----------------------------|----------------|----------------------|----------------|-------------------------|----------------|---------------------------|----------------|-------------------|----------------|
|        |           |         |        | Bid Price               | Total by class | Bid Price                  | Total by class | Bid Price            | Total by class | Bid Price               | Total by class | Bid Price                 | Total by class | Bid Price         | Total by class |
| 1      | 0"-11"    | 9       | 20     | \$3.00                  | \$ 540.00      | No Bid                     | No Bid         | \$4.00               | \$ 720.00      | No Bid                  | No Bid         | \$14.50                   | \$2,610.00     | No Bid            | No Bid         |
| 2      | 11.1"-18" | 16      | 60     | \$7.50                  | \$ 7,200.00    | No Bid                     | No Bid         | \$8.00               | \$ 7,680.00    | No Bid                  | No Bid         | \$17.00                   | \$16,320.00    | No Bid            | No Bid         |
| 3      | 18.1"-24" | 21      | 60     | \$11.00                 | \$ 13,860.00   | No Bid                     | No Bid         | \$13.00              | \$ 16,380.00   | No Bid                  | No Bid         | \$19.00                   | \$23,940.00    | No Bid            | No Bid         |
| 4      | 24.1"-30" | 27      | 40     | \$13.00                 | \$ 14,040.00   | No Bid                     | No Bid         | \$15.00              | \$ 16,200.00   | No Bid                  | No Bid         | \$20.00                   | \$21,600.00    | No Bid            | No Bid         |
| 5      | 30.1"-36" | 33      | 10     | \$17.00                 | \$ 5,610.00    | No Bid                     | No Bid         | \$18.00              | \$ 5,940.00    | No Bid                  | No Bid         | \$22.00                   | \$7,260.00     | No Bid            | No Bid         |
| 6      | 36.1"-    | 41      | 10     | \$17.00                 | \$ 6,970.00    | No Bid                     | No Bid         | \$20.00              | \$ 8,200.00    | No Bid                  | No Bid         | \$22.00                   | \$9,020.00     | No Bid            | No Bid         |
| Total: |           |         | \$     |                         | \$ 48,220.00   |                            | \$ 55,120.00   |                      | \$             |                         | \$ 80,750.00   |                           | \$             |                   |                |

2021 Summer Parkway Tree Removals

| No.    | D.B.H     | Avg Dia | Est. # | A & B Tree Service Inc. |                | Bartlett Tree Service Inc. |                | Davis Tree Care Inc. |                | Homer Tree Service Inc. |                | Sinnott Tree Service Inc. |                | Winkler Tree Inc. |                |
|--------|-----------|---------|--------|-------------------------|----------------|----------------------------|----------------|----------------------|----------------|-------------------------|----------------|---------------------------|----------------|-------------------|----------------|
|        |           |         |        | Bid Price               | Total by class | Bid Price                  | Total by class | Bid Price            | Total by class | Bid Price               | Total by class | Bid Price                 | Total by class | Bid Price         | Total by class |
| 1      | 0"-11"    | 9       | 20     | \$7.50                  | \$ 1,350.00    | No Bid                     | No Bid         | \$2.50               | \$ 450.00      | No Bid                  | No Bid         | \$14.50                   | \$2,610.00     | No Bid            | No Bid         |
| 2      | 11.1"-18" | 16      | 50     | \$11.50                 | \$ 9,200.00    | No Bid                     | No Bid         | \$14.00              | \$ 11,200.00   | No Bid                  | No Bid         | \$19.00                   | \$15,200.00    | No Bid            | No Bid         |
| 3      | 18.1"-24" | 21      | 60     | \$19.50                 | \$ 24,570.00   | No Bid                     | No Bid         | \$21.00              | \$ 26,460.00   | No Bid                  | No Bid         | \$21.00                   | \$26,460.00    | No Bid            | No Bid         |
| 4      | 24.1"-30" | 27      | 40     | \$23.00                 | \$ 24,840.00   | No Bid                     | No Bid         | \$25.00              | \$ 27,000.00   | No Bid                  | No Bid         | \$27.00                   | \$29,160.00    | No Bid            | No Bid         |
| 5      | 30.1"-36" | 33      | 15     | \$28.50                 | \$ 14,107.50   | No Bid                     | No Bid         | \$29.00              | \$ 14,355.00   | No Bid                  | No Bid         | \$34.00                   | \$16,830.00    | No Bid            | No Bid         |
| 6      | 36.1"-    | 41      | 15     | \$35.00                 | \$ 21,525.00   | No Bid                     | No Bid         | \$37.00              | \$ 22,755.00   | No Bid                  | No Bid         | \$38.00                   | \$23,370.00    | No Bid            | No Bid         |
| Total: |           |         | \$     |                         | \$ 95,592.50   |                            | \$ 102,220.00  |                      | \$             |                         | \$ 113,630.00  |                           | \$             |                   |                |

2021 Parkway Tree Removal Emergency Call Out Rates Per Hour

|                               |          |        |          |        |          |          |
|-------------------------------|----------|--------|----------|--------|----------|----------|
| 2 men Chipper truck w/chipper | \$180.00 | No Bid | \$240.00 | No Bid | \$225.00 | \$275.00 |
| 1 man Aerial Lift Truck       | \$120.00 | No Bid | \$135.00 | No Bid | \$150.00 | \$150.00 |
| 1 man Log Loader              | \$120.00 | No Bid | \$135.00 | No Bid | \$150.00 | \$175.00 |
| 1 man Semi Tractor-trailer    | \$120.00 | No Bid | \$135.00 | No Bid | \$180.00 | \$250.00 |
| 1 man Crane                   | \$120.00 | No Bid | No Bid   | No Bid | \$250.00 | \$250.00 |
| Laborer                       | \$50.00  | No Bid | \$105.00 | No Bid | \$100.00 | \$125.00 |

2021 Parkway Tree Stump Removals

| No. | Grind Type | Est. # | A & B Tree Service Inc. |               | Bartlett Tree Service Inc. |        | Davis Tree Care Inc. |               | Homer Tree Service Inc. |        | Sinnott Tree Service Inc. |              | Winkler Tree Inc. |        |
|-----|------------|--------|-------------------------|---------------|----------------------------|--------|----------------------|---------------|-------------------------|--------|---------------------------|--------------|-------------------|--------|
|     |            |        | Bid Price               | Total         | Bid Price                  | Total  | Bid Price            | Total         | Bid Price               | Total  | Bid Price                 | Total        | Bid Price         | Total  |
| 1   | Full Grind | 400    | \$250.00                | \$ 100,000.00 | No Bid                     | No Bid | \$350.00             | \$ 140,000.00 | No Bid                  | No Bid | \$175.00                  | \$ 70,000.00 | No Bid            | No Bid |

2021 Parkway Restoration Rate per Square Yard

|                              |         |        |        |        |        |        |
|------------------------------|---------|--------|--------|--------|--------|--------|
| Parkway Restoration with Sod | \$10.00 | No Bid | No Bid | No Bid | No Bid | No Bid |
|------------------------------|---------|--------|--------|--------|--------|--------|

Park District of Oak Park  
2021 Park Tree Cycle Pruning

| No.    | Park                      | A & B Tree Service Inc. |       | Bartlett Tree Service Inc. |        | Davis Tree Care Inc. |       | Homer Tree Service Inc. |        | Sinnott Tree Service Inc. |        | Winkler Tree Inc. |       |
|--------|---------------------------|-------------------------|-------|----------------------------|--------|----------------------|-------|-------------------------|--------|---------------------------|--------|-------------------|-------|
|        |                           | Unit Price              | Total | Unit Price                 | Total  | Unit Price           | Total | Unit Price              | Total  | Unit Price                | Total  | Unit Price        | Total |
| 1      | Taylor Park (151 Trees)   | \$11,325.00             |       | No Bid                     | No Bid | \$11,220.00          |       | No Bid                  | No Bid | No Bid                    | No Bid | \$12,960.00       |       |
| 2      | Lindberg Park (163 Trees) | \$12,225.00             |       | No Bid                     | No Bid | \$12,240.00          |       | No Bid                  | No Bid | No Bid                    | No Bid | \$9,000.00        |       |
| 3      | Andersen Park (22 Trees)  | \$1,650.00              |       | No Bid                     | No Bid | \$1,785.00           |       | No Bid                  | No Bid | No Bid                    | No Bid | \$2,160.00        |       |
| 4      | Dole Center (16 Trees)    | \$1,200.00              |       | No Bid                     | No Bid | \$1,275.00           |       | No Bid                  | No Bid | No Bid                    | No Bid | \$2,880.00        |       |
| 5      | Prandolph Park (6 Tree)   | \$450.00                |       | No Bid                     | No Bid | \$765.00             |       | No Bid                  | No Bid | No Bid                    | No Bid | \$2,000.00        |       |
| Total: |                           | \$26,850.00             |       | \$                         |        | \$27,285.00          |       | \$                      |        | \$                        |        | \$29,000.00       |       |

2021 Park Tree Removals

| No.    | D.B.H       | Avg Dia | Est. # | A & B Tree Service Inc. |                | Bartlett Tree Service Inc. |                | Davis Tree Care Inc. |                | Homer Tree Service Inc. |                | Sinnott Tree Service Inc. |                | Winkler Tree Inc. |                |
|--------|-------------|---------|--------|-------------------------|----------------|----------------------------|----------------|----------------------|----------------|-------------------------|----------------|---------------------------|----------------|-------------------|----------------|
|        |             |         |        | Bid Price               | Total by class | Bid Price                  | Total by class | Bid Price            | Total by class | Bid Price               | Total by class | Bid Price                 | Total by class | Bid Price         | Total by class |
| 1      | 0"-10"      | 8       | 1      | \$11.50                 | \$ 92.00       | No Bid                     | No Bid         | \$4.00               | \$ 32.00       | No Bid                  | No Bid         | \$14.50                   | \$116.00       | No Bid            | No Bid         |
| 2      | 10.1" - 18" | 12      | 2      | \$15.50                 | \$ 372.00      | No Bid                     | No Bid         | \$14.00              | \$ 336.00      | No Bid                  | No Bid         | \$17.00                   | \$408.00       | No Bid            | No Bid         |
| 3      | 18.1"-24"   | 20      | 2      | \$23.50                 | \$ 940.00      | No Bid                     | No Bid         | \$21.00              | \$ 840.00      | No Bid                  | No Bid         | \$19.00                   | \$760.00       | No Bid            | No Bid         |
| 4      | 24.1"-30"   | 26      | 2      | \$27.00                 | \$ 1,404.00    | No Bid                     | No Bid         | \$25.00              | \$ 1,300.00    | No Bid                  | No Bid         | \$20.00                   | \$1,040.00     | No Bid            | No Bid         |
| 5      | 30.1"-36"   | 32      | 2      | \$32.50                 | \$ 2,080.00    | No Bid                     | No Bid         | \$29.00              | \$ 1,856.00    | No Bid                  | No Bid         | \$22.00                   | \$1,408.00     | No Bid            | No Bid         |
| 6      | 36.1"-      | 36      | 2      | \$39.00                 | \$ 2,808.00    | No Bid                     | No Bid         | \$37.00              | \$ 2,664.00    | No Bid                  | No Bid         | \$22.00                   | \$1,584.00     | No Bid            | No Bid         |
| Total: |             |         | \$     |                         | \$ 7,696.00    |                            | \$ 7,028.00    |                      | \$             |                         | \$ 5,316.00    |                           | \$             |                   |                |

2021 Emergency Call Out Rates Per Hour

|                               |          |        |          |        |          |          |
|-------------------------------|----------|--------|----------|--------|----------|----------|
| 2 men Chipper truck w/chipper | \$180.00 | No Bid | \$240.00 | No Bid | \$225.00 | \$275.00 |
| 1 man Aerial Lift Truck       | \$120.00 | No Bid | \$135.00 | No Bid | \$150.00 | \$150.00 |
| 1 man Log Loader              | \$120.00 | No Bid | \$135.00 | No Bid | \$150.00 | \$175.00 |
| 1 man Semi Tractor-trailer    | \$120.00 | No Bid | \$135.00 | No Bid | \$180.00 | \$250.00 |
| 1 man Crane                   | \$120.00 | No Bid | No Bid   | No Bid | \$250.00 | \$250.00 |
| Laborer                       | \$50.00  | No Bid | \$105.00 | No Bid | \$100.00 | \$125.00 |

2021 Alternative Non-Emergency Call Out Rates Per Hour

|                               |          |        |          |        |          |          |
|-------------------------------|----------|--------|----------|--------|----------|----------|
| 2 men Chipper truck w/chipper | \$180.00 | No Bid | \$170.00 | No Bid | \$175.00 | \$275.00 |
| 1 man Aerial Lift Truck       | \$120.00 | No Bid | \$100.00 | No Bid | \$125.00 | \$150.00 |
| 1 man Log Loader              | \$120.00 | No Bid | \$100.00 | No Bid | \$100.00 | \$175.00 |
| 1 man Semi Tractor-trailer    | \$120.00 | No Bid | No Bid   | No Bid | \$150.00 | \$250.00 |
| 1 man Crane                   | \$120.00 | No Bid | No Bid   | No Bid | \$200.00 |          |
| Laborer                       | \$50.00  | No Bid | \$85.00  | No Bid | \$50.00  | \$125.00 |

THE VILLAGE AND PARK DISTRICT OF OAK PARK ARE STILL WORKING TO CONFIRM THE QUALIFICATION OF LOW BIDDERS.



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

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Village and Park District of Oak Park 2021 Comprehensive Tree Maintenance and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below should be for 2021 only. The contract would include quantities estimated below in 2022 and 2023. Bid bond amount should be 10% of the sum of "Total Cost for 2021" amount listed below for each contract being bid on.  
Bidders can bid on any or all Items 1-4.

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

The prune area for 2021 includes all Village owned parkway trees south of and including the trees on the south parkway of North Avenue to Chicago Ave. including the trees on the north parkway of Chicago Ave. between N. Austin Blvd. (west parkway only) to Harlem Ave. (east parkway only).

**Parkway Tree Pruning**

| <u>Size</u><br><u>Class D.B.H.</u> | <u>Unit</u><br><u>Price(\$)</u> | <u>Est. 2021</u><br><u>Quantity</u> | <u>\$ Total Cost</u> |
|------------------------------------|---------------------------------|-------------------------------------|----------------------|
| 1 - 4 inch diameter                | \$ <u>15</u>                    | X <u>1140</u>                       | \$ <u>17,100</u>     |
| 4.1 - 6 inch diameter              | \$ <u>25</u>                    | X <u>591</u>                        | \$ <u>14,775</u>     |
| 6.1 - 12 inch diameter             | \$ <u>25</u>                    | X <u>1446</u>                       | \$ <u>36,150</u>     |
| 12.1 - 20 inch diameter            | \$ <u>48</u>                    | X <u>1821</u>                       | \$ <u>87,408</u>     |
| 20.1 - 30 inch diameter            | \$ <u>75</u>                    | X <u>1167</u>                       | \$ <u>87,525</u>     |
| over 30 inch diameter              | \$ <u>95</u>                    | X <u>347</u>                        | \$ <u>32,965</u>     |
|                                    |                                 | <b>Total Cost for 2021</b>          | \$ <u>275,923</u>    |

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

|   |               |
|---|---------------|
| Per hour - 2 men, Chipper truck w/chipper | \$ <u>240</u> |
| Per hour - 1 man, Aerial Lift truck       | \$ <u>135</u> |
| Per hour - 1 man, Log Loader              | \$ <u>135</u> |
| Per hour - 1 man, Semi tractor-trailer    | \$ <u>135</u> |
| Per hour - 1 man, Crane                   | \$ _____      |
| Per hour - Laborer                        | \$ <u>105</u> |



**Item 2: Village Parkway Tree Removal**

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the parkway tree removal contract and will furnish all of the insurance documents and security deposits as stipulated. The unit pricing listed below is for 2021 only.

**Winter Parkway Tree Removal 2021 (January 1 – April 30, December 1-31)**

| <u>Size</u>  |               |                       |                      | <u>Est. # of</u> |                      |
|--------------|---------------|-----------------------|----------------------|------------------|----------------------|
| <u>Class</u> | <u>D.B.H.</u> | <u>\$Price / Inch</u> | <u>Ave. diameter</u> | <u>removals</u>  | <u>\$ Total Cost</u> |
| 1            | 0" – 11"      | \$ <u>4</u>           | <u>9"</u>            | <u>20</u>        | \$ <u>720</u>        |
| 2            | 11.1" – 18"   | \$ <u>8</u>           | <u>16"</u>           | <u>60</u>        | \$ <u>7,680</u>      |
| 3            | 18.1" – 24"   | \$ <u>13</u>          | <u>21"</u>           | <u>60</u>        | \$ <u>16,380</u>     |
| 4            | 24.1" – 30"   | \$ <u>15</u>          | <u>27"</u>           | <u>40</u>        | \$ <u>16,200</u>     |
| 5            | 30.1" – 36"   | \$ <u>18</u>          | <u>33"</u>           | <u>10</u>        | \$ <u>5,940</u>      |
| 6            | 36.1" +       | \$ <u>20</u>          | <u>41"</u>           | <u>10</u>        | \$ <u>8,200</u>      |

**Summer Parkway Tree Removal 2021 (May 1 through November 30)**

| <u>Size</u>                |               |                       |                      | <u>Est. # of</u> |                      |
|----------------------------|---------------|-----------------------|----------------------|------------------|----------------------|
| <u>Class</u>               | <u>D.B.H.</u> | <u>\$Price / Inch</u> | <u>Ave. diameter</u> | <u>removals</u>  | <u>\$ Total Cost</u> |
| 1                          | 0" – 11"      | \$ <u>250</u>         | <u>9"</u>            | <u>20</u>        | \$ <u>450</u>        |
| 2                          | 11.1" – 18"   | \$ <u>14</u>          | <u>16"</u>           | <u>50</u>        | \$ <u>11,200</u>     |
| 3                          | 18.1" – 24"   | \$ <u>21</u>          | <u>21"</u>           | <u>60</u>        | \$ <u>26,460</u>     |
| 4                          | 24.1" – 30"   | \$ <u>25</u>          | <u>27"</u>           | <u>40</u>        | \$ <u>27,000</u>     |
| 5                          | 30.1" – 36"   | \$ <u>29</u>          | <u>33"</u>           | <u>15</u>        | \$ <u>14,355</u>     |
| 6                          | 36.1" +       | \$ <u>37</u>          | <u>41"</u>           | <u>15</u>        | \$ <u>22,755</u>     |
| <b>Total Cost for 2021</b> |               |                       |                      |                  | \$ <u>157,340</u>    |

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

|   |               |
|---|---------------|
| Per hour – 2 men, Chipper truck w/chipper | \$ <u>240</u> |
| Per hour – 1 man, Aerial Lift truck       | \$ <u>135</u> |
| Per hour - 1 man, Log Loader              | \$ <u>135</u> |
| Per hour - 1 man, Semi tractor-trailer    | \$ <u>135</u> |
| Per Hour – 1 man, Crane                   | \$ _____      |
| Per Hour - Laborer                        | \$ <u>105</u> |

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

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the parkway tree stump removal contract and will furnish all of the insurance documents and security deposits as stipulated. The unit pricing listed below is for 2021 only.

| <u>Estimated Quantity</u>        | <u>Unit Cost</u> | <u>Total Cost for 2021</u> |
|----------------------------------|------------------|----------------------------|
| 400 Stumps (2021)                | \$ <u>350</u>    | \$ <u>140,000</u>          |
| Grinding, Clean up & Restoration |                  |                            |

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

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

**ADDENDUM 1**

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

**REVISED**

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the tree pruning and removal contract and will furnish all of the insurance documents and security deposits as stipulated. The unit pricing listed below is for 2021 only. The contract, if renewed, would include quantities estimated for 2021 and 2022.

**Park Tree Removal November 1, 2020 – December 31, 2021**

| Size Class                 | D.B.H.       | Unit Price(\$) | Average Size | Est. 2021 Quantity | \$ Total Cost  |
|----------------------------|--------------|----------------|--------------|--------------------|----------------|
| 1*                         | 0" – 10"     | \$ <u>4</u>    | 8"           | X <u>1</u>         | \$ <u>32</u>   |
| 2                          | 10.1" – 18"  | \$ <u>14</u>   | 12"          | X <u>2</u>         | \$ <u>336</u>  |
| 3                          | 18.1" – 24"  | \$ <u>21</u>   | 20"          | X <u>2</u>         | \$ <u>840</u>  |
| 4                          | 24.1" – 30"  | \$ <u>25</u>   | 26"          | X <u>2</u>         | \$ <u>1300</u> |
| 5                          | 30.1" – 36"  | \$ <u>29</u>   | 32"          | X <u>2</u>         | \$ <u>1856</u> |
| 6                          | 36" and over | \$ <u>37</u>   | 36"          | X <u>2</u>         | \$ <u>2664</u> |
| <b>Total Cost for 2021</b> |              |                |              |                    | \$ <u>7028</u> |

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

**Park Tree Pruning November 1, 2020 – December 31, 2021)**

| Park                       | # trees > 8 in. | Bid Price        |
|----------------------------|-----------------|------------------|
| Taylor Park                | 151             | \$ <u>11,220</u> |
| Lindberg Park              | 163             | \$ <u>12,240</u> |
| Andersen Park              | 22              | \$ <u>1,785</u>  |
| Dole Center                | 16              | \$ <u>1,275</u>  |
| Randolph                   | 6               | \$ <u>765</u>    |
| <b>Total Cost for 2021</b> |                 | \$ <u>27,285</u> |

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

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the tree pruning and removal contract and will furnish all of the insurance documents and security deposits as stipulated. The unit pricing listed below is for 2021 only. The contract, if renewed, would include quantities estimated for 2021 and 2022.

**Park Tree Removal November 1, 2020 – December 31, 2021**

| <u>Size Class</u>          | <u>D.B.H.</u> | <u>Unit Price(\$)</u> | <u>Est. 2021 Quantity</u> | <u>\$ Total Cost</u> |
|----------------------------|---------------|-----------------------|---------------------------|----------------------|
| 1*                         | 0" – 10"      | \$ _____              | X 1                       | \$ _____             |
| 2                          | 10.1" – 18"   | \$ _____              | X 2                       | \$ _____             |
| 3                          | 18.1" – 24"   | \$ _____              | X 2                       | \$ _____             |
| 4                          | 24.1" – 30"   | \$ _____              | X 2                       | \$ _____             |
| 5                          | 30.1" – 36"   | \$ _____              | X 2                       | \$ _____             |
| 6                          | 36" and over  | \$ _____              | X 2                       | \$ _____             |
| <b>Total Cost for 2021</b> |               |                       |                           | <b>\$ _____</b>      |

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

**Park Tree Pruning November 1, 2020 – December 31, 2021)**

| <u>Park</u>                | <u># trees &gt; 8 in.</u> | <u>Bid Price</u> |
|----------------------------|---------------------------|------------------|
| Taylor Park                | 151                       | \$ _____         |
| Lindberg Park              | 163                       | \$ _____         |
| Andersen Park              | 22                        | \$ _____         |
| Dole Center                | 16                        | \$ _____         |
| Randolph                   | 6                         | \$ _____         |
| <b>Total Cost for 2021</b> |                           | <b>\$ _____</b>  |

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

Per hour – 2 men, Chipper truck w/chipper \$ 240  
Per hour – 1 man, Aerial Lift truck \$ 135

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

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

Per hour - 1 man, Log Loader \$ 135  
Per hour - 1 man, Semi tractor-trailer \$ 135  
Per Hour – 1 man, Crane \$ \_\_\_\_\_  
Per Hour - Laborer \$ 105

**Please provide alternative bid price for NON-EMERGENCY CALL-OUT RATES  
(Do not include in Bid Bond)**

Per hour – 2 men, Chipper truck w/chipper \$ 170  
Per hour – 1 man, Aerial Lift truck \$ 100  
Per hour - 1 man, Log Loader \$ 100  
Per hour - 1 man, Semi tractor-trailer \$ \_\_\_\_\_  
Per Hour – 1 man, Crane \$ \_\_\_\_\_  
Per Hour - Laborer \$ 85

**BID FORM CONTINUED – PROPOSAL SIGNATURE SHEET**

Proposal Signature: \_\_\_\_\_

State of IL ) County of COOK )

ROBERT R. DAVIS  
(Type Name of Individual Signing)

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

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

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

Dated: Sept / 24 / 2020 : DAVIS TREE CARE AND LANDSCAPE, INC.  
Organization Name (Seal - If Corporation)

By: [Signature] 7741 MONROE FOREST PARK  
Authorized Signature Address

708 - 771 - 8500  
Telephone

Subscribed and sworn to before me this 24<sup>th</sup> day of September, 2020.

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

Expires on 11, 13, 2023



**BID FORM CONTINUED**

Complete Applicable Paragraph Below

(a) **Corporation**

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

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

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

President Robert Davis

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

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

(b) **Partnership**

Names, Signatures, and Addresses of all Partners

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

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

(c) **Sole Proprietor**

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

If the bidder is operating under a trade name,

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

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

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

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

Sole Proprietor

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

**MUNICIPAL QUALIFICATION REFERENCE SHEET**

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

**MUNICIPALITY**

**ADDRESS**

See Attached

**CONTACT**

**PHONE**

**WORK**

**PERFORMED**

**MUNICIPALITY**

**ADDRESS**

**CONTACT**

**PHONE**

**WORK**

**PERFORMED**

**MUNICIPALITY**

**ADDRESS**

**CONTACT**

**PHONE**

**WORK**

**PERFORMED**

**MUNICIPALITY**

**ADDRESS**

**CONTACT**

**PHONE**

**WORK**

**PERFORMED**





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

**Business References**

**Village of Oak Park**  
123 Madison Street  
Oak Park, IL 60302  
708-383-6400  
Rob Sproule

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

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


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

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

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

V  
**BIDDER CERTIFICATION**

Jeff Stephen, as part of its Bid on an agreement for 2021 Comprehensive Tree Maintenance for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement."

  
(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 24<sup>th</sup> day of September, 2020.

Tina M Romero  
Notary Public's Signature

- Notary Public Seal -



VI  
**TAX COMPLIANCE AFFIDAVIT**

Jeff Sutphin, being first duly sworn, deposes and says:

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

Davis Tree Care + Landscaping, Inc.  
(bidder selected)

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

[Signature]  
By: Davis Tree Care  
Its: Salesman

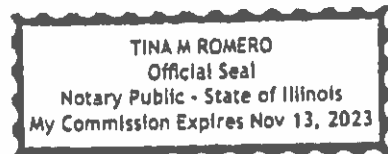
Jeff Sutphin  
(name of bidder if the bidder is an individual)  
(name of partner if the bidder is a partnership)  
(name of officer if the bidder is a corporation)

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

Subscribed and sworn to before me this 24<sup>th</sup> day of September, 2020.

Tina M Romero  
Notary Public's Signature

- Notary Public Seal -



**VII**  
**ORGANIZATION OF BIDDING FIRM**

Please fill out the applicable section:

**A. Corporation:**

The Contractor is a corporation, legally named Davis Tree Care And Landscape INC. and is organized and existing in good standing under the laws of the State of Illinois. The full names of its Officers are:

President Robert R. Davis

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Registered Agent Name and Address: Robert R. Davis 7459 Frankling St Forest Park, IL

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

**B. Sole Proprietor:**

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

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

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

|           |           |
|-----------|-----------|
|           |           |
| Signature | Signature |

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

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

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

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



SECTION VIII  
BID BOND

*See Attach  
Bid Bonds.*

WE \_\_\_\_\_

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020.

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)

**BID BOND CONTINUED**

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

**NAME OF SURETY**

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

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

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

### OWNER:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

175 Berkeley Street  
Boston, MA 02116

Mailing Address for Notices

same as above

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

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

### PROJECT:

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

Bid # 20.140 ; Village of Oak Park Parkway Tree Removals

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

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

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

Signed and sealed this 25th day of September, 2020.

Davis Tree Care, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

Kristen Schmidt

, Attorney-in-Fact

April C. Arnold

(Witness) April Arnold



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty Mutual.**

**SURETY**

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kristen Schmidt of the city of Orland Park, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Davis Tree Care, Inc.

Obligee Name: Village of Oak Park

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of December, 2018.



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

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

STATE OF PENNSYLVANIA 33  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of September, 2020.



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



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

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

### OWNER:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

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

same as above

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

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

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

### PROJECT:

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

Bid # 20.140 ; Village of Oak Park Parkway Tree Cycle Pruning

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

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

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

Signed and sealed this 25th day of September, 2020.

Davis Tree Care, Inc.

(Principal)

(Seal)

(If Fitness)

By:

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

Kristen Schmidt

, Attorney-in-Fact

(If Fitness) April Arnold



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty Mutual.**  
SURETY

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kristen Schmidt of the city of Orland Park, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Davis Tree Care, Inc.

Obligee Name: Village of Oak Park

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of December, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of September, 2020.



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

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

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

### OWNER:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

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

same as above

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

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

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

### PROJECT:

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

Bid # 20.140 ; Tree Pruning & Removal

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

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

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

Signed and sealed this 25th day of September, 2020.

Davis Tree Care, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

(Title) Kristen Schmidt

, Attorney-in-Fact

April C. Arnold

(Witness) April Arnold



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



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

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kristen Schmidt of the city of Orland Park, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Davis Tree Care, Inc.

Obligee Name: Village of Oak Park

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of December, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of September, 2020.



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

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

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

### OWNER:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

175 Berkeley Street  
Boston, MA 02116

Mailing Address for Notices

same as above

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

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

BOND AMOUNT: 10%

Ten Percent of Amount Bid

### PROJECT:

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

Bid # 20.140 ; Village of Oak Park Parkway Tree Cycle Pruning

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

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

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

Signed and sealed this 25th day of September, 2020.

Davis Tree Care, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

April C. Arnold

(Witness) April Arnold

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

(Title) Kristen Schmidt

, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kristen Schmidt of the city of Orland Park, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Davis Tree Care, Inc.

Obligee Name: Village of Oak Park

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of December, 2018.



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

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

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25<sup>th</sup> day of September, 2020.



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

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

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

### OWNER:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

Mailing Address for Notices

same as above

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

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

BOND AMOUNT: 10%

Ten Percent of Amount Bid

### PROJECT:

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

Bid # 20.140 ; Tree Pruning & Removal

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

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

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

Signed and sealed this 25th day of September, 2020.

Davis Tree Care, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

Kristen Schmidt

, Attorney-in-Fact

April C. Arnold

(Witness) April Arnold



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty Mutual.**  
SURETY

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kristen Schmidt of the city of Orland Park, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Davis Tree Care, Inc.

Obligee Name: Village of Oak Park

Surety Bond Number: Bld Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of December, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA      §§  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of September, 2020.



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



**SECTION IX  
COMPLIANCE AFFIDAVIT**

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

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

Signature: [Handwritten Signature]

Name and address of Business: Davis Tree Care + Landscaping, Inc

Telephone 708-771-8500 E-Mail Info@DavisTreeCare.com

Subscribed to and sworn before me this 24<sup>th</sup> day of September, 2020

Tina M Romero  
Notary Public

- Notary Public Seal -



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

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

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

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

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

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

10 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: Sept 24, 2020

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 708-368-6473.

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

Contractor Name Davis Tree Care + Landscaping, Inc.

Total Employees 10

| Job Categories       | Total Employees | Total Males | Total Females | Males |          |                                  |                          |       | Females  |                                  |                          | Total Minorities |   |
|----------------------|-----------------|-------------|---------------|-------|----------|----------------------------------|--------------------------|-------|----------|----------------------------------|--------------------------|------------------|---|
|                      |                 |             |               | Black | Hispanic | American Indian & Alaskan Native | Asian & Pacific Islander | Black | Hispanic | American Indian & Alaskan Native | Asian & Pacific Islander |                  |   |
| Officials & Managers |                 |             |               |       |          |                                  |                          |       |          |                                  |                          |                  |   |
| Professionals        | 2               | 2           |               |       |          |                                  |                          |       |          |                                  |                          |                  |   |
| Technicians          |                 |             |               |       |          |                                  |                          |       |          |                                  |                          |                  |   |
| Sales Workers        |                 |             |               |       |          |                                  |                          |       |          |                                  |                          |                  |   |
| Office & Clerical    | 1               |             | 1             |       |          |                                  |                          |       | 1        |                                  |                          |                  | 1 |
| Semi-Skilled         |                 |             |               |       |          |                                  |                          |       |          |                                  |                          |                  |   |
| Laborers             | 7               | 7           |               |       |          |                                  |                          |       |          |                                  |                          |                  | 6 |
| Service Workers      |                 |             |               |       |          |                                  |                          |       |          |                                  |                          |                  |   |
| TOTAL                | 10              | 9           | 1             |       | 6        |                                  |                          |       | 1        |                                  |                          |                  | 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 disqualification of this Bid.

Jeff Sotphin being first duly sworn, deposes and says that he/she is the Salesman (Title or Officer)

of The Company and that the above EEO Report information is true and accurate and is submitted with the intent that it

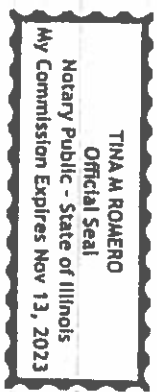
be relied upon. Subscribed and sworn to before me this 24<sup>th</sup> day of September, 2020

Tina M Romero

9/24/20

(Signature)

(Date)





Search Cyberdriveillinois.com



## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

|             |   |
|-------------|---|
| File Number | 60503605                                    |
| Entity Name | DAVIS TREE CARE AND LANDSCAPE, INCORPORATED |
| Status      | ACTIVE                                      |

#### Entity Information

|                               |                        |
|-------------------------------|------------------------|
| Entity Type                   | CORPORATION            |
| Type of Corp                  | DOMESTIC BCA           |
| Incorporation Date (Domestic) | Wednesday, 19 May 1999 |
| State                         | ILLINOIS               |
| Duration Date                 | PERPETUAL              |

#### Agent Information

|             |   |
|-------------|---|
| Name        | ROBERT DAVIS                              |
| Address     | 7459 FRANKLIN ST<br>FOREST PARK, IL 60130 |
| Change Date | Thursday, 18 July 2019                    |

#### Annual Report

|             |                        |
|-------------|------------------------|
| Filing Date | Thursday, 9 April 2020 |
| For Year    | 2020                   |

#### Officers

|                             |  |
|-----------------------------|--|
| President<br>Name & Address | ROBERT R DAVIS 7741 MONROE FOREST PARK 60130 |
| Secretary<br>Name & Address |  |





Warrenville  
27201 Bella Vista Pkwy Ste 310  
Warrenville, Illinois 60555  
Fax: +1 (866) 5474877

**CONTINUATION CERTIFICATE**

To be attached to and form a part of surety bond number 404019864 (the "Bond"), cross reference bond number \_\_\_\_\_, for Village of Oak Park Parkway Tree Trimming Contract #15-101  
dated the 3rd day of October, 2016, in the penal sum of \$ 25,000.00 issued by  
The Ohio Casualty Insurance Company as surety (the "Surety"), on behalf of  
DAVIS TREE CARE INC. as principal (the "Principal"), in favor of Village of Oak Park, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 31st day of  
December, 2021, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 2nd day of October, 2020

The Ohio Casualty Insurance Company  
(Surety)

By: Timothy A. Mikolajewski  
Timothy A. Mikolajewski  
Assistant Secretary - Liberty Mutual Surety







Warrenville  
27201 Bella Vista Pkwy Ste 310  
Warrenville, Illinois 60555  
Fax: +1 (866) 5474877

### CONTINUATION CERTIFICATE

To be attached to and form a part of surety bond number 404019839 (the "Bond"), cross reference bond number \_\_\_\_\_, for Village of Oak Park Parkway Tree Removal Contract #15-100  
dated the 3rd day of August, 2016, in the penal sum of \$ 25,000.00 issued by  
The Ohio Casualty Insurance Company as surety (the "Surety"), on behalf of  
DAVIS TREE CARE INC. as principal (the "Principal"), in favor of Village of Oak Park, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 31st day of  
December, 2021, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 2nd day of October, 2020

The Ohio Casualty Insurance Company  
(Surety)

By:

Timothy A. Mikolajewski

Timothy A. Mikolajewski  
Assistant Secretary - Liberty Mutual Surety





10/10/20



201 South Boulevard, Oak Park, IL 60302-2702  
708-358-5700

TO: Davis Tree Care & Landscape  
7459 Franklin Street  
Forest Park, IL 60130

DATE: December 10, 2020

PROJECT: \_\_\_\_\_

ATTN: Robert Davis

RE: Tree Pruning and Removal 2021

TO WHOM IT MAY CONCERN,  
WE ARE SENDING THE FOLLOWING ITEMS FOR REVIEW / RETURN

| COPIES | PROJECT NUMBER | DESCRIPTION                                 |
|--------|----------------|---|
| 3      |                | Emergency Water and Sewer Repair Contractor |
|        |                |   |
|        |                |   |
|        |                |   |
|        |                |   |

PLEASE MAKE SURE THE FOLLOWING IS COMPLETED / ATTACHED BEFORE RETURNING:

SIGNED CONTRACT WITH ATTEST SIGNATURE (RETURN TWO COPIES)

CERTIFICATE OF INSURANCE

CONTRACTOR BOND

REMARKS: RETURN TO DIANE STANISLAVSKI, BUDGET & REVENUE ANALYST AT THE ADDRESS BELOW

If you need to contact me, please do so via:

Address: 201 South Boulevard, Oak Park, IL 60302

Phone: (708) 358-5700

Email: Dstanislavski@oak-park.us

IF ITEMS ENCLOSED ARE NOT AS INDICATED ABOVE  
PLEASE NOTIFY US IMMEDIATELY

TRANSMITTED BY: Diane Stanislavski

SIGNATURE: \_\_\_\_\_

