



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 FOREST PARK , IL 60130
Change Date Thursday, 18 July 2019

Annual Report
Filing Date Tuesday, 25 October 2022
For Year 2022

Officers
President Name & Address ROBERT DAVIS 7459 FRANKLIN STREET FOREST PARK IL, 60130
Secretary Name & Address TINA ROMERO 7459 FRANKLIN STREET FOREST PARK IL, 60130

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[Adopting Assumed Name](#)

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

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

(One Certificate per Transaction)

Grant,

The Consumer Price Index for September shows an increase of 8.5%. The Pruning Contract allows for a maximum increase of 5%. Therefore, Davis Tree Care would like to request that the prices for the 2023 Pruning Contract be increased by 5%.

Thank You
Jeffrey A Sutphin
Davis Tree Care



Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 To: 2022 GO

☐ include graphs ☐ include annual averages

[More Formatting Options](#) ➔

Data extracted on: October 25, 2022 (9:23:32 AM)

CPI for Urban Wage Earners and Clerical Workers (CPI-W)

Series Id: CWUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	225.581	226.878
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	228.812	229.837
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.639	232.902
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.167	232.453
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	232.901	235.251
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	237.974	240.128
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786	244.157	246.136
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452	248.012	250.432
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826	254.081	250.794	253.703
2021	255.296	256.843	258.935	261.237	263.612	266.412	267.789	268.387	269.086	271.552	273.042	273.925	260.389	270.630
2022	276.296	278.943	283.176	284.575	288.022	292.542	292.219	291.629	291.854				283.926	

12-Month Percent Change

Series Id: CWUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2012	3.1	3.1	2.9	2.4	1.6	1.6	1.3	1.7	2.0	2.2	1.7	1.7	2.4	1.8
2013	1.5	1.9	1.3	0.9	1.2	1.8	2.0	1.5	1.0	0.8	1.1	1.5	1.4	1.3
2014	1.6	1.0	1.4	2.0	2.1	2.0	1.9	1.6	1.6	1.5	1.1	0.3	1.7	1.3
2015	-0.8	-0.6	-0.6	-0.8	-0.6	-0.4	-0.3	-0.3	-0.6	-0.4	0.1	0.4	-0.6	-0.2
2016	1.2	0.7	0.5	0.8	0.7	0.6	0.4	0.7	1.2	1.4	1.5	2.0	0.8	1.2
2017	2.5	2.8	2.3	2.1	1.8	1.5	1.6	1.9	2.3	2.1	2.3	2.2	2.2	2.1
2018	2.1	2.3	2.4	2.6	3.0	3.1	3.2	2.9	2.3	2.7	2.2	1.8	2.6	2.5
2019	1.3	1.3	1.8	1.9	1.7	1.4	1.7	1.5	1.5	1.6	1.9	2.3	1.6	1.7
2020	2.5	2.3	1.5	0.1	-0.1	0.5	1.0	1.4	1.5	1.3	1.3	1.4	1.1	1.3
2021	1.6	1.9	3.0	4.7	5.6	6.1	6.0	5.8	5.9	6.9	7.6	7.8	3.8	6.7
2022	8.2	8.6	9.4	8.9	9.3	9.8	9.1	8.7	8.5				9.0	



item 2
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 21-252 **Name:**

Type: Resolution **Status:** Consent Agenda

In control: President and Board of Trustees

On agenda: 12/6/2021 **Final action:**

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

Attachments: 1. [Resolution - Parkway Tree Pruning and Removal - Davis](#), 2. [Renewal - Parkway Tree Pruning and Removal - Davis](#), 3. [Attachment - Parkway Tree Pruning and Removal Contract Documents - Davis](#), 4. [Attachment - 2021 Comprehensive Tree Maintenance Bid Summary](#)

[History \(0\)](#) [Text](#)

Submitted By

John P. Wielebnicki, Public Works Director

Reviewed By

AMZ

Agenda Item Title

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

Overview

The Public Works Department is responsible for Parkway Tree Pruning and Removal. To assist in this effort, a contractor is utilized. Davis Tree Care and Landscape, Incorporated performed this work over the last year after a competitive bidding process. The Agreement provides for two possible one (1) year renewals. It is proposed to exercise the first of the two possible renewals with Davis Tree Care and Landscape, Incorporated for the Fiscal Year 2022 Parkway Tree Pruning and Removal Services.

Recommendation

Approve the Resolution.

Fiscal Impact

The proposed Fiscal Year 2022 General Fund budget includes \$150,000.00 to perform Parkway Tree Removal, \$50,000.00 to perform Storm Clean-up, and \$300,000.00 to perform Parkway Tree Pruning in the General Fund, Forestry Division External Support account no., 1001-43800-741-530667.

A total of \$350,000.00 (\$300,000.00 for Parkway Tree Pruning, \$25,000.00 for Parkway Tree Removal, and \$25,000.00 for Storm Clean-up) from this account is proposed to be awarded to Davis Tree Care and Landscape, Incorporated. A renewal agreement with another tree removal and stumping contractor is proposed under another agenda item to utilize the remainder of these funds.

Background

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 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. 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. The Village contracts with multiple contractors for removals to assure trees are removed within a timely manner and meet goals before the end of the contract period.

In addition, the Village maintains a three (3) year pruning cycle where one-third (1/3) of all village-owned trees are pruned each year. All trees within a specified geographical area are pruned in a single season. Pruning is done by a contractor. The proposed fiscal year 2022 pruning area includes approximately 6500 trees located within the area bounded by Roosevelt Road to Madison Street from Austin Boulevard to Harlem Avenue.

In September 2020 Village staff requested bids for three separate tree maintenance services (pruning, removal, and stumping) under a "Comprehensive Tree Maintenance Bid". Dave Tree Care and Landscape, Incorporated of Forest Park, IL was approved as one of the low responsive bidders for Parkway Tree Pruning and Removal Services.

Staff recommends renewing the agreement with our two current contractors for parkway tree removal, stump removal, cycle pruning, and emergency services. 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 Care, Inc., is under a separate agenda item.

Alternatives

The Board can delay action to gain additional information.

Previous Board Action

The Village Board has approved this contractor's work renewals for this type of work annually in the past.

Citizen Advisory Commission Action

N/A.

Anticipated Future Actions/Commitments

It is anticipated that the Public Works Department will continue to request Village Board approval for contracts for parkway tree pruning and removal services in the future.

Intergovernmental Cooperation Opportunities

None at this time.

ORIGINAL

RESOLUTION

**A RESOLUTION APPROVING A RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT
WITH DAVIS TREE CARE AND LANDSCAPE, INCORPORATED FOR VILLAGE WIDE PARKWAY
TREE PRUNING AND REMOVAL SERVICES 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 Renewal of the Independent Contractor Agreement ("Renewal") with Davis Tree Care and Landscape, Incorporated for Village Wide Parkway Tree Removal and Stumping Services in an amount not to exceed \$350,000.00 for a one (1) year period is approved and the Interim Village Manager is authorized to execute the Renewal 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.

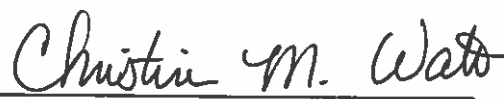
ADOPTED this 6th day of December, 2021, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman	✓			
Trustee Buchanan	✓			
Trustee Enyia	✓			
Trustee Parakkat	✓			
Trustee Robinson	✓			
Trustee Taglia	✓			
Trustee Walker-Peddakotla	✓			

APPROVED this 6th day of December, 2021.


Vicki Scaman, Village President

ATTEST


Christina M. Waters, Village Clerk

ORIGINAL

**RENEWAL OF AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND DAVIS TREE CARE AND LANDSCAPE, INCORPORATED
FOR VILLAGE WIDE PARKWAY TREE PRUNING AND REMOVAL SERVICES FOR 2022
IN AN AMOUNT NOT TO EXCEED \$350,000.00**

THIS RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT (hereinafter "Renewal") between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and Davis Tree Care and Landscape, Incorporated (hereinafter the "Contractor") is entered into as of the effective date set forth below (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties previously entered into an Independent Contractor Agreement dated November 23, 2020 ("Agreement"); and

WHEREAS, the Parties seek to renew the Agreement pursuant to the terms of the Agreement in an amount not to exceed \$350,000.00.

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

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.

2. **RENEWAL OF AGREEMENT.** The Agreement between the Parties is hereby renewed pursuant to the terms of the Agreement for an additional one (1) year term beginning on January 1, 2022 and ending on December 31, 2022.

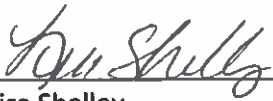
3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.

4. **EFFECTIVE DATE.** This Renewal shall be effective as of January 1, 2022

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

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

VILLAGE OF OAK PARK


By: Lisa Shelley
Its: Interim Village Manager

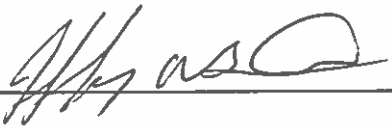
Dated: 12/6, 2021

ATTEST


By: Christina M. Waters
Its: Village Clerk

Dated: 12/16, 2021

DAVIS TREE CARE AND LANDSCAPE,
INCORPORATED


By:
Its:

Dated: 12/30, 2021

ATTEST


By:
Its:

Dated: 12/30, 2021

REVIEWED AND APPROVED
AS TO FORM


DEC 06 2021
LAW DEPARTMENT

Village of Oak Park 2021 Parkway Tree Cycle Pruning														
A & B Tree Service Inc.				Bartlett Tree Service Inc.		Davis Tree Care Inc.		Homer Tree Service Inc.		Sinnott Tree Service Inc.		Winkler Tree Inc.		
No.	D.B.H	Est. #	Unit Price	Total by class	Unit Price	Total by class	Unit Price	Total by class	Unit Price	Total by class	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	No Bid	\$240.00	No Bid	\$240.00	No Bid	\$240.00	No Bid	\$275.00	No Bid	\$275.00
1 man Aerial Lift Truck			No Bid	\$200.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$150.00	No Bid	\$150.00
1 man Log Loader			No Bid	\$500.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$175.00	No Bid	\$175.00
1 man Semi Tractor-trailer			No Bid	\$850.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$250.00	No Bid	\$250.00
1 man Crane			No Bid	\$850.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$250.00	No Bid	\$250.00
Laborer			No Bid	\$150.00	No Bid	\$105.00	No Bid	\$105.00	No Bid	\$105.00	No Bid	\$125.00	No Bid	\$125.00
2021 Winter Parkway Tree Removals														
A & B Tree Service Inc.				Bartlett Tree Service Inc.		Davis Tree Care Inc.		Homer Tree Service Inc.		Sinnott Tree Service Inc.		Winkler Tree Inc.		
No.	D.B.H	Avg Dia	Est. #	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	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	
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	
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	
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	
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	
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	
Total:			\$	\$ 48,220.00	\$	\$ -	\$	\$ 55,120.00	\$	\$ -	\$	\$ 80,750.00	\$	\$ -
2021 Summer Parkway Tree Removals														
A & B Tree Service Inc.				Bartlett Tree Service Inc.		Davis Tree Care Inc.		Homer Tree Service Inc.		Sinnott Tree Service Inc.		Winkler Tree Inc.		
No.	D.B.H	Avg Dia	Est. #	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	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	
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	
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	
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	
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	
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	
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	\$240.00	No Bid	\$240.00	No Bid	\$225.00	No Bid	\$275.00	
1 man Aerial Lift Truck			\$120.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$150.00	No Bid	\$150.00	
1 man Log Loader			\$120.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$150.00	No Bid	\$175.00	
1 man Semi Tractor-trailer			\$120.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$180.00	No Bid	\$250.00	
1 man Crane			\$120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$250.00	No Bid	\$250.00		
Laborer			\$50.00	No Bid	\$105.00	No Bid	\$105.00	No Bid	\$105.00	No Bid	\$100.00	No Bid	\$125.00	
2021 Parkway Tree Stump Removals														
A & B Tree Service Inc.				Bartlett Tree Service Inc.		Davis Tree Care Inc.		Homer Tree Service Inc.		Sinnott Tree Service Inc.		Winkler Tree Inc.		
No.	Grind Type	Est. #	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	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Park District of Oak Park 2021 Park Tree Cycle Pruning														
A & B Tree Service Inc.				Bartlett Tree Service Inc.		Davis Tree Care Inc.		Homer Tree Service Inc.		Sinnott Tree Service Inc.		Winkler Tree Inc.		
No.	Park	Est. #	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	Taylor Park (151 Trees)		\$11,325.00	\$11,325.00	No Bid	\$11,220.00	No Bid	\$11,220.00	No Bid	\$11,220.00	No Bid	\$11,220.00	No Bid	\$12,960.00
2	Lindberg Park (163 Trees)		\$12,225.00	\$12,225.00	No Bid	\$12,240.00	No Bid	\$12,240.00	No Bid	\$12,240.00	No Bid	\$12,240.00	No Bid	\$9,000.00
3	Andersen Park (22 Trees)		\$1,650.00	\$1,650.00	No Bid	\$1,785.00	No Bid	\$1,785.00	No Bid	\$1,785.00	No Bid	\$1,785.00	No Bid	\$2,160.00
4	Dole Center (16 Trees)		\$1,200.00	\$1,200.00	No Bid	\$1,275.00	No Bid	\$1,275.00	No Bid	\$1,275.00	No Bid	\$1,275.00	No Bid	\$2,880.00
5	Prandolph Park (6 Tree)		\$450.00	\$450.00	No Bid	\$765.00	No Bid	\$765.00	No Bid	\$765.00	No Bid	\$765.00	No Bid	\$2,000.00
Total:			\$26,850.00	\$26,850.00	\$	\$ -	\$	\$ 27,285.00	\$	\$ -	\$	\$ -	\$	\$ 29,000.00
2021 Park Tree Removals														
A & B Tree Service Inc.				Bartlett Tree Service Inc.		Davis Tree Care Inc.		Homer Tree Service Inc.		Sinnott Tree Service Inc.		Winkler Tree Inc.		
No.	D.B.H	Avg Dia	Est. #	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	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	
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	
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	
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	
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	
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	
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	\$240.00	No Bid	\$240.00	No Bid	\$225.00	No Bid	\$275.00	
1 man Aerial Lift Truck			\$120.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$150.00	No Bid	\$150.00	
1 man Log Loader			\$120.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$150.00	No Bid	\$175.00	
1 man Semi Tractor-trailer			\$120.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$135.00	No Bid	\$180.00	No Bid	\$250.00	
1 man Crane			\$120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$250.00	No Bid	\$250.00		
Laborer			\$50.00	No Bid	\$105.00	No Bid	\$105.00	No Bid	\$105.00	No Bid	\$100.00	No Bid	\$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	\$170.00	No Bid	\$170.00	No Bid	\$175.00	No Bid	\$275.00	
1 man Aerial Lift Truck			\$120.00	No Bid	\$100.00	No Bid	\$100.00	No Bid	\$100.00	No Bid	\$125.00	No Bid	\$150.00	
1 man Log Loader			\$120.00	No Bid	\$100.00	No Bid	\$100.00	No Bid	\$100.00	No Bid	\$100.00	No Bid	\$175.00	
1 man Semi Tractor-trailer			\$120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$150.00	No Bid	\$250.00		
1 man Crane			\$120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$200.00	No Bid	\$250.00		
Laborer			\$50.00	No Bid	\$85.00	No Bid	\$85.00	No Bid	\$85.00	No Bid	\$50.00	No Bid	\$125.00	
THE VILLAGE AND PARK DISTRICT OF OAK PARK ARE STILL WORKING TO CONFIRM THE QUALIFICATION OF LOW BIDDERS.														

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2022

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

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

PRODUCER Florists Insurance Service Inc P O Box 428 Edwardsville, IL 62025	CONTACT NAME:	
	PHONE (A/C No. Ext): 618-656-4240	FAX (A/C No.): 618-655-2513
	E-MAIL ADDRESS: julie.coy@hortica.com	
INSURED Davis Tree Care & Landscape Inc 7459 Franklin Street Forest Park IL 60130	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Carolina Casualty	
	INSURER B: NOVA Casualty	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	
	10510	
	42552	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	ARBML1000027904	9/20/21	9/20/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ARBML1000027904	9/20/21	9/20/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		ARBUL10000288-00	9/20/2021	9/20/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	BNUWC0140971	7/1/21	7/1/22	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine		ARBML1000027904	9/20/21	9/20/22	

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

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Village of Oak Park
123 Madison
Oak Park, IL 60302

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

AUTHORIZED REPRESENTATIVE

John M. Dillap

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HORTON

Phone: (708) 845-3000

Fax: (708) 845-3001

Davis Tree Care, Inc.

7459 Franklin Street
Forest Park, IL 60130

Invoice # 84531	Page 1 of 1
Account Number	Date
DAVISTREEC	11/16/2021
BALANCE DUE ON	
1/1/2022	
AMOUNT PAID	Amount Due
	\$1,250.00

Pay Online by ACH or Credit Card at:
<https://thehortongroup.epaypolicy.com>Remit Check Payment to:
The Horton Group, Inc.
PO Box 778729
Chicago, IL 60677-8729Overnight Payments:
The Horton Group
Lockbox# 778729
350 East Devon Ave
Itasca, IL 60143For Security Purposes: This is the only website utilized by Horton for client payment via ACH.
Please contact Horton with any questions regarding on-line payments.

Contract Bond	PolicyNumber: 404019839	Effective: 12/31/2021 to 12/31/2022
---------------	-------------------------	-------------------------------------

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
1892914	1/1/2022	1/1/2022	RENB	Renewal of \$25,000 Village of Oak Park Village of Oak Park	\$625.00
Description: Village of Oak Park Parkway Tree Removal Contract #15-100					

Contract Bond	PolicyNumber: 404019864	Effective: 12/31/2021 to 12/31/2022
---------------	-------------------------	-------------------------------------

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
1892916	1/1/2022	1/1/2022	RENB	Renewal of \$25,000 Village of Oak Park Village of Oak Park	\$625.00
Description: Village of Oak Park Parkway Tree Trimming Contract #15-101					

Total Invoice Balance:**\$1,250.00**

To avoid delays, please return a copy of this Invoice with your payment. Thank you!



Office of the Secretary of State Jesse White

ilsos.gov

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
FOREST PARK , IL 60130

Change Date

Thursday, 18 July 2019

Annual Report

Filing Date

Thursday, 14 October 2021

For Year

2021

Officers

President

Name & Address

ROBERT DAVIS 7459 FRANKLIN STREET FOREST PARK IL, 60130

Secretary

Name & Address

TINA ROMERO 7459 FRANKLIN STREET FOREST PARK IL, 60130

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

(One Certificate per Transaction)

Jones, Grant

From: Jeff Sutphin <jeff@davistreecare.com>
Sent: Monday, January 3, 2022 9:36 AM
To: Jones, Grant
Subject: Re: Tree Pruning and Removal Price Adjustment

Follow Up Flag: Follow up
Flag Status: Completed

WARNING- EXTERNAL EMAIL: If unknown sender, do not click links/attachments. Never give out your user ID or password.

Grant, Davis Tree Care requests that the 2022 Cycle pruning contract price be adjusted as the Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers based on the change from September 2020 to September 2021. Thank You, Davis Tree Care

On Fri, Dec 3, 2021 at 1:35 PM Jones, Grant <GJones@oak-park.us> wrote:

Hi Bobby and Jeff,

I'm following up on your question earlier this week about the annual price adjustment. Below is the Contract Renewal portion from the Bid Instructions and Specifications from last year. There is an option to adjust the contract price depending upon the Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, IL - <https://data.bls.gov/cgi-bin/surveymost?cw>. This is based on the change from Sept 2020 to Sept 2021. The price adjustment request needed to be made by 11/2/2021 which was 60 days prior to the end of the original contract term (12/31/21).

This Monday the Village Board will be voting to renew the contract (Year 2 of 3) for 2022. Please email me a letter showing the requested price increase. I'll check on our side of things to see what we can do.

Please give me a call if you have any questions. Thanks!

Grant

The Village or Park District will have the right to renew the contract for two additional one year terms with all terms and conditions, other than price, remaining the same. The Village or Park District will allow the Bidder to increase or decrease the contract price for each annual renewal provided that the annual price adjustment shall equal the change in the September published Index (as defined below) as compared to the Index for the previous

year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

3

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

Grant Jones

Forestry Superintendent

Village of Oak Park, IL

708.358.5700

www.oak-park.us/trees



Databases, Tables & Calculators by Subject

Change Output Options: From: 2011 To: 2021 GO

☐ include graphs ☐ include annual averages[More Formatting Options](#) ➔

Data extracted on: October 19, 2021 (11:33:22 AM)

CPI for Urban Wage Earners and Clerical Workers (CPI-W)

Series Id: CWURS23ASA0

Not Seasonally Adjusted

Series Title: All items in Chicago-Naperville-Elgin, IL-IN-WI, urban wage earners and clerical workers, not seasonally adjusted

Area: Chicago-Naperville-Elgin, IL-IN-WI

Item: All items

Base Period: 1982-84=100

Download: [XLS](#) [HTML](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	209.016	210.106	212.256	213.633	215.358	215.325	214.437	214.740	215.005	214.145	213.704	212.597	213.360	212.616	214.105
2012	214.298	214.022	217.065	217.174	216.829	216.311	215.690	217.378	218.243	217.725	216.638	215.947	216.443	215.950	216.937
2013	216.137	218.905	218.763	218.875	220.196	220.386	219.498	219.479	219.301	218.375	217.397	216.916	218.686	218.877	218.494
2014	219.141	220.255	223.246	224.478	224.077	224.993	223.959	223.857	224.059	222.849	220.870	219.627	222.618	222.698	222.537
2015	218.433	218.461	220.480	220.880	221.719	222.228	221.817	222.815	221.704	221.339	219.988	218.653	220.710	220.367	221.053
2016	219.547	218.650	219.769	221.206	221.720	222.599	220.867	221.501	222.358	222.400	222.530	222.650	221.316	220.582	222.051
2017	224.234	224.141	223.928	224.891	224.984	224.718	224.942	225.642	226.524	225.336	226.795	226.085	225.185	224.483	225.887
2018	227.744	227.717	227.716	229.533	230.648	230.393	229.810	230.087	230.882	230.836	228.942	227.944	229.354	228.959	229.750
2019	229.004	230.814	231.627	231.596	233.528	232.543	233.486	233.746	233.881	234.696	233.945	233.518	232.699	231.519	233.879
2020	235.518	235.557	234.250	231.572	233.741	234.874	235.750	236.287	237.410	237.251	236.382	236.096	235.391	234.252	236.529
2021	237.602	239.091	240.820	243.551	245.943	247.637	248.622	248.640	249.336					242.441	

12-Month Percent Change

Series Id: CWURS23ASA0

Not Seasonally Adjusted

Series Title: All items in Chicago-Naperville-Elgin, IL-IN-WI, urban wage earners and clerical workers, not seasonally adjusted

Area: Chicago-Naperville-Elgin, IL-IN-WI

Item: All items

Base Period: 1982-84=100

Download: [XLS](#) [HTML](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	1.7	2.2	2.8	3.5	4.2	4.6	3.9	4.1	3.9	3.5	3.4	2.5	3.4	3.2	3.6
2012	2.5	1.9	2.3	1.7	0.7	0.5	0.6	1.2	1.5	1.7	1.4	1.6	1.4	1.6	1.3
2013	0.9	2.3	0.8	0.8	1.6	1.9	1.8	1.0	0.5	0.3	0.4	0.4	1.0	1.4	0.7
2014	1.4	0.6	2.0	2.6	1.8	2.1	2.0	2.0	2.2	2.0	1.6	1.2	1.8	1.7	1.9
2015	-0.3	-0.8	-1.2	-1.6	-1.1	-1.2	-1.0	-0.5	-1.1	-0.7	-0.4	-0.4	-0.9	-1.0	-0.7
2016	0.5	0.1	-0.3	0.1	0.0	0.2	-0.4	-0.6	0.3	0.5	1.2	1.8	0.3	0.1	0.5
2017	2.1	2.5	1.9	1.7	1.5	1.0	1.8	1.9	1.9	1.3	1.9	1.5	1.7	1.8	1.7
2018	1.6	1.6	1.7	2.1	2.5	2.5	2.2	2.0	1.9	2.4	0.9	0.8	1.9	2.0	1.7
2019	0.6	1.4	1.7	0.9	1.2	0.9	1.6	1.6	1.3	1.7	2.2	2.4	1.5	1.1	1.8
2020	2.8	2.1	1.1	0.0	0.1	1.0	1.0	1.1	1.5	1.1	1.0	1.1	1.2	1.2	1.1
2021	0.9	1.5	2.8	5.2	5.2	5.4	5.5	5.2	5.0					3.5	



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:	<u>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</u>		

[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**

			A & B Tree Service Inc.		Bartlett Tree Service Inc.		Davis Tree Care Inc.		Homer Tree Service Inc.		Sinnott Tree Service Inc.		Winkler Tree Inc.	
No.	D.B.H.	Est. #	Unit Price	Total by class	Unit Price	Total by class	Unit Price	Total by class	Unit Price	Total by class	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	No Bid	\$240.00	No Bid	\$275.00
1 man Aerial Lift Truck	No Bid	\$200.00	No Bid	\$135.00	No Bid	\$150.00
1 man Log Loader	No Bid	\$500.00	No Bid	\$135.00	No Bid	\$175.00
1 man Semi Tractor-trailer	No Bid	\$850.00	No Bid	\$135.00	No Bid	\$250.00
1 man Crane	No Bid	\$850.00	No Bid	No Bid	No Bid	\$250.00
Laborer	No Bid	\$150.00	No Bid	\$105.00	No Bid	\$125.00

2021 Winter Parkway Tree Removals

			A & B Tree Service Inc.			Bartlett Tree Service Inc.		Davis Tree Care Inc.		Homer Tree Service Inc.		Sinnott Tree Service Inc.		Winkler Tree Inc	
No.	D.B.H	Avg Dia	Est. #	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	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

				A & B Tree Service Inc.		Bartlett Tree Service Inc.		Davis Tree Care Inc.		Homer Tree Service Inc.		Sinnott Tree Service Inc.		Winkler Tree Inc.	
No.	D.B.H	Avg Dia	Est. #	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	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 Slump Removals

			A & B Tree Service Inc.		Bartlett Tree Service Inc.		Davis Tree Care Inc.		Homer Tree Service Inc.		Sinnott Tree Service Inc.		Winkler Tree Inc.	
No.	Grind Type	Est. #	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
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**Park District of Oak Park
2021 Park Tree Cycle Pruning**

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

2021 Park Tree Removals

				A & B Tree Service Inc.		Bartlett Tree Service Inc.		Davis Tree Care Inc.		Homer Tree Service Inc.		Sinnott Tree Service Inc.		Winkler Tree Inc.	
No.	D.B.H	Avg Dia	Est. #	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	Bid Price	Total by class	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.

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**

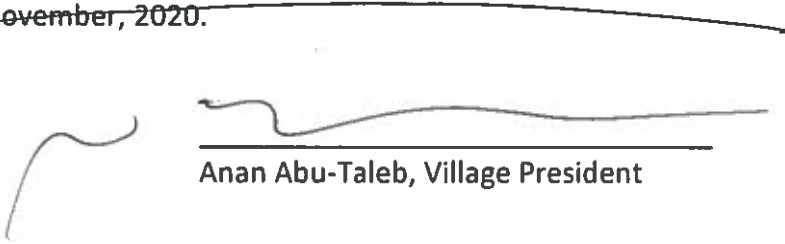
BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") for Village Wide Parkway Tree Pruning and Removal Services in 2021 with Davis 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 16th 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 16th day of November, 2020.


Anan Abu-Taleb, Village President

ATTEST


Vicki Scaman, Village Clerk



INDEPENDENT CONTRACTOR AGREEMENT

23rd 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
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(D) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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(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

To the Contractor:

Robert Davis
Davis Tree Care and Landscape, Incorporated
7459 Franklin Street
Forest Park, IL 60130
Email: 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


By: Cara Pavlicek
Its: Village Manager

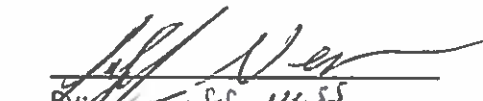
Date: 11-30, 2020

ATTEST


By: Vicki Scaman
Its: Village Clerk

Date: 11-30, 2020

DAVIS TREE CARE AND LANDCAPE INCORPORATED

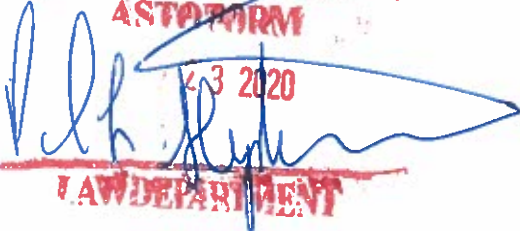

By: Jeff Nuss
Its:

Date: 12-23-2020, 2020

ATTEST


By: Jeffrey A. SUTPHIN
Its:

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
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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	\$11,220.00	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	\$12,240.00	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	\$1,785.00	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	\$1,275.00	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	\$765.00	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

Size Class D.B.H.	Unit Price(\$)	Est. 2021 Quantity	\$ Total Cost
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>
Total Cost for 2021			\$ <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>

Total Cost for 2021 \$ 157,340

"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

<u>Size Class</u>	<u>D.B.H.</u>	<u>Unit Price(\$)</u>	<u>Average Size</u>	<u>Est. 2021 Quantity</u>	<u>\$ Total Cost</u>
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>
Total Cost for 2021					\$ <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)

<u>Park</u>	<u># trees > 8 in.</u>	<u>Bid Price</u>
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>
Total Cost for 2021		\$ <u>27,285</u>

Item 4: Park District of Oak 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	\$ _____
Total Cost for 2021				\$ _____

* 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 > 8 in.</u>	<u>Bid Price</u>
Taylor Park	151	\$ _____
Lindberg Park	163	\$ _____
Andersen Park	22	\$ _____
Dole Center	16	\$ _____
Randolph	6	\$ _____
Total Cost for 2021		\$ _____

"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>

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	\$ <u>135</u>
Per hour - 1 man, Semi tractor-trailer	\$ <u>135</u>
Per Hour – 1 man, Crane	\$ _____
Per Hour - Laborer	\$ <u>105</u>

**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	\$ <u>170</u>
Per hour – 1 man, Aerial Lift truck	\$ <u>100</u>
Per hour - 1 man, Log Loader	\$ <u>100</u>
Per hour - 1 man, Semi tractor-trailer	\$ _____
Per Hour – 1 man, Crane	\$ _____
Per Hour - Laborer	\$ <u>85</u>

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:

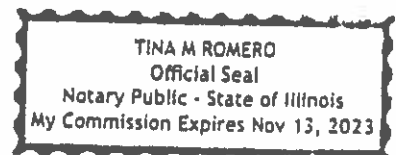
[Signature] 7741 MONROE Forest Park
Authorized Signature Address

708 - 771 - 8500
Telephone

Subscribed and sworn to before me this 24th 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

CONTACT

PHONE

WORK

PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK

PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK

PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK

PERFORMED

See Attached



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 24th 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 24th 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 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)

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.**

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 12th 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

ss

On this 12th 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 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

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.

OWNER:

(Name, legal status and address)

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

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 Witness)

By:

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

(Title) Kristen Schmidt

, Attorney-in-Fact

April C. Arnold

(If 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 12th 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

SS

On this 12th 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. Liowellyn, 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. Liowellyn

Renee C. Liowellyn, 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.**
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: Eld 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 12th 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

ss

On this 12th 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 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 12th 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

38

On this 12th 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:

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 12th 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 12th 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. Liowellyn, 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. Liowellyn

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

Signature: [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 24th day of September, 2020

Tina M Romero
Notary Public

- Notary Public Seal -



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

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							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 Sutphin

(Name of Person Making Affidavit)

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

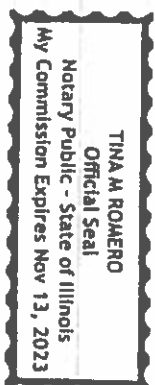
be relied upon. Subscribed and sworn to before me this 24th day of September, 2020

Shirley 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 FOREST PARK, IL 60130
Change Date	Thursday, 18 July 2019

Annual Report

Filing Date	Thursday, 9 April 2020
For Year	2020

Officers

President Name & Address	ROBERT R DAVIS 7741 MONROE FOREST PARK 60130
Secretary 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





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: _____

