

**ASSIGNMENT OF AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE VILLAGE OF OAK PARK AND STERLING TREE SOLUTIONS, LLC FOR 2016 PARKWAY TREE  
REMOVAL TO DAVIS TREE CARE AND LANDSCAPE, INC.**

**THIS ASSIGNMENT OF THE INDEPENDENT CONTRACTOR AGREEMENT** between the Village of Oak Park ("Village"), an Illinois home rule municipal corporation, and Sterling Tree Solutions, LLC to Davis Tree Care and Landscape, Inc. for 2016 Parkway Tree Removal (collectively referred to as the "Parties") is entered into this \_\_\_\_ day of October, 2016.

**RECITALS**

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

**WHEREAS**, the Agreement was subsequently assigned to Sterling Tree Solutions, LLC on November 18, 2015; and

**WHEREAS**, the Village, Davis Tree Care and Landscape, Inc. and Sterling Tree Solutions LLC seek to assign the Agreement to Davis Tree Care and Landscape, Inc. pursuant to this Assignment.

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

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

2. **ASSIGNMENT OF AGREEMENT.** The Independent Contractor Agreement between the Village and Sterling Tree Solutions, LLC is hereby assigned and transferred to Davis Tree Care and Landscape, Inc. ("Davis") as of October 4, 2016. Davis shall comply with all provisions of the Agreement and shall provide the Village with a Contractor's Bond pursuant to Section 17 of the Agreement and a Certificate of Insurance pursuant to Section 9 of the Agreement on or before October 4, 2016. If Davis does not provide said Contractor's Bond and Certificate of Insurance to the Village pursuant to this Section, this Amendment shall not be effective. Upon the Village's receipt of the Contractor's Bond, Certificate of Insurance and this Amendment executed by Davis, the Village shall release Sterling Tree Solutions, LLC from its obligations pursuant to the Agreement.

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

4. **EFFECTIVE DATE.** This Assignment of the Independent Contractor Agreement shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

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

**VILLAGE OF OAK PARK**

**STERLING TREE SOLUTIONS LLC**

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

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

Dated: \_\_\_\_\_, 2016

Dated: \_\_\_\_\_, 2016

**ATTEST**

**ATTEST**

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

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

Dated: \_\_\_\_\_, 2016

Dated: \_\_\_\_\_, 2016

**DAVIS TREE CARE AND LANDSCAPE, INC.**

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

Dated: \_\_\_\_\_

**ATTEST**

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

Dated: \_\_\_\_\_, 2016