

IV
BID FORM (Pricing)

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

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

Item 1: Village Parkway Tree Cycle Pruning

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

Parkway Tree Pruning

<u>Size</u> <u>Class D.B.H.</u>	<u>Unit</u> <u>Price(\$)</u>	<u>Est. 2021</u> <u>Quantity</u>	<u>\$ Total Cost</u>
1 - 4 inch diameter	\$ <u>15</u>	X <u>1140</u>	\$ <u>17,100</u>
4.1 - 6 inch diameter	\$ <u>25</u>	X <u>591</u>	\$ <u>14,775</u>
6.1 - 12 inch diameter	\$ <u>25</u>	X <u>1446</u>	\$ <u>36,150</u>
12.1 - 20 inch diameter	\$ <u>48</u>	X <u>1821</u>	\$ <u>87,408</u>
20.1 - 30 inch diameter	\$ <u>75</u>	X <u>1167</u>	\$ <u>87,525</u>
over 30 inch diameter	\$ <u>95</u>	X <u>347</u>	\$ <u>32,965</u>
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)		
Grinding, Clean up & Restoration	\$ <u>350</u>	\$ <u>140,000</u>

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

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

ADDENDUM 1
Item 4: Park District of Oak Park Tree Pruning and Removal
REVISED

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

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

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

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

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

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

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

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

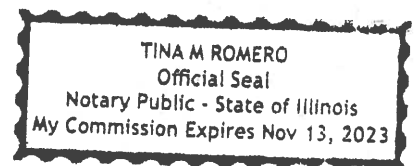
7741 MONROE FOREST PARK
Address

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

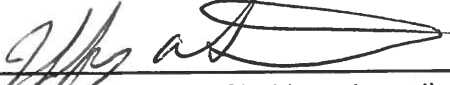
River Forest Park District
401 Thatcher Avenue
River Forest, IL 60305
708-366-6660
John Beto

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

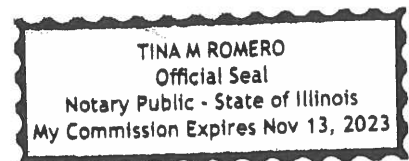
Jeff Sutphin
(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

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: 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. 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)

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

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



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

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

same as above

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

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

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

Bid # 20.140 ; Tree Pruning & Removal

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

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

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

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

Davis Tree Care, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

(Title) Kristen Schmidt

, Attorney-in-Fact

April C. Arnold

(Witness) April Arnold



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



**Liberty
Mutual.**

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. 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.**

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. 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)

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

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



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

SECTION IX
COMPLIANCE AFFIDAVIT

I, Jeff Sutfin, (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 708-358-5473.

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 disqualify you from consideration.

Jeff Stephen, being first duly sworn, deposes and says that he/she is the Salesman
(Name of Person Making Affidavit) (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

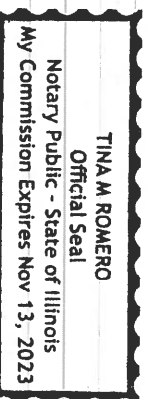
be relied upon. Subscribed and sworn to before me this 24th day of September, 2020

Tina M Romero

9/24/20

(Signature)

(Date)





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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	