

CITY OF OBERLIN, OHIO

ORDINANCE No. 15-19 AC CMS

AN ORDINANCE ACCEPTING THE BID OF ECO TREE SERVICES, LLC., OF AMHERST, OHIO, FOR FORESTRY SERVICES FOR THE CITY OF OBERLIN, OHIO, AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5-7ths) of all members elected thereto concurring:

SECTION 1. That the bid of ECO Tree Services, LLC., of Amherst, Ohio, for forestry services for the City of Oberlin, Ohio, for the 2015 City of Oberlin tree work, being the lowest and best bid submitted, is hereby accepted, and the City Manager is hereby authorized and directed to enter into a contract accordingly, for the per item prices set forth in the attached bid tabulation, and for a not to exceed amount of \$90,000.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit: to accept a forestry bid as soon as possible in order to ensure emergency tree clearing and removal services, and shall take effect immediately upon passage.

PASSED: 1st Reading: April 20, 2015 (E)
2nd Reading: _____
3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



H. SCOTT BROADWELL
PRESIDENT OF COUNCIL

POSTED: 04/21/2015

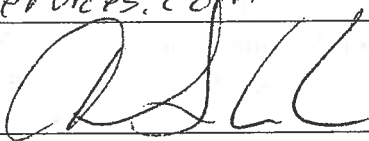
EFFECTIVE DATE: 04/22/2015

Service Workers- Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards janitors, police and detectives, porters, waiters, and waitresses and kindred workers.

Apprentices- Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

BIDDER INFORMATION (Please complete below):

Company Name: Eco Tree Services, LLC
Address: 7474 Deer Trail Lane City: Lorain
State: Ohio Zip: 44053
Phone: 440-988-4470 Fax: 440-988-4465
Email Address: office@ecotreeservices.com

Legally Authorized EEO Personnel (signature): 

Please Print Name: Alan Shauck Date: 4/1/2015

The above certifies that he/she is legally authorized by the bidder to make the statements and representations contained in this report; that he/she has read all of the foregoing statements and representations and that they are true and correct to the best of his/her knowledge and belief. The undersigned understands that if any of the statements and representations are made knowing them to be false or there is failure to implement any of the stated intensions or objectives, set forth herein, without prior notice of the Office of the City Manager the bidder will be subject to the loss of all future awards.

Ordinance No. 951 AC CMS of the City of Oberlin and the rules and regulations pursuant thereto provide for contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements and permits.

SPECIFICATIONS

S1. Work Locations and Work Orders

S1-1 Tree Removal and Pruning

Work may involve any public or privately owned tree within the City of Oberlin. The contractor shall work only on trees that are identified on work orders issued by Oberlin Municipal Light and Power and/or Oberlin Public Works Dept.

Work orders will be issued periodically and work shall commence in accordance with the work order within five (5) working days unless otherwise agreed to by the City.

When performing work for the Oberlin Municipal Light and Power System portion of this contract, the contractor shall notify the Distribution Superintendent every day that the contractor is performing work and shall provide the location of the work scheduled for that day. Upon completion of work, the contractor shall notify the Distribution Superintendent.

When performing work for the Oberlin Public Works Department portion of this contract, the contractor shall notify the Buildings and Grounds Superintendent every day that the contractor is performing work and shall provide the location for the work scheduled for that day. Upon completion of work, the contractor shall notify the Buildings and Grounds Superintendent.

S1-2 Scheduled Line Clearance

The contractor shall perform line clearance of utility electric lines in accordance with the specifications, on trees located in the public right-of-way and utility easements at locations specified by OMLPS within the line clearance target area. The line clearance target area shall be an area that defines approximately ½ (one half) of the service territory as set forth by OMLPS. The contractor shall refer to the Line Clearance Target Map located in Appendix A. The target area is highlighted. Prior to commencement of Scheduled Line Clearance Work by Contractor, OMLPS shall provide the contractor with specific line clearance locations within the target area. OMLPS retains the right to prioritize the contractor's work within the target area highlighted in yellow. The contractor shall be responsible to provide line clearance of all OMLPS operating voltages, in accordance with the clearance specifications set forth in section S4-2. When performing work for the Oberlin Municipal Light and Power System portion of this contract, the contractor shall notify the Distribution Superintendent every day that the contractor is performing work and shall provide the location of the work scheduled for that day. Upon completion of work, the contractor shall notify the Distribution Superintendent.

It shall be the responsibility of the contractor to provide prior notification to residents of scheduled line clearance work. The notification time periods shall be no less than one week, and no greater than six weeks. The City shall supply the contractor with notification door hanger cards for this purpose.

Work under this section shall be per hour for the crew and equipment. Work shall be paid at the hourly crew rate as stated in the Bid Form section for *Scheduled Line Clearance*. The crew hour rate with equipment is defined as:

*2-person crew with combination aerial/chipper box truck, chipper unit, power/hand tools, and safety equipment.

S1-3 Unscheduled Line Clearance

The intent of work performed under this section is to allow for tree removal and utility line clearance of those areas outside the target area that could not be assigned as part of the Scheduled Line Clearance section. Work under this section shall be performed according to the hourly wage schedule listed in the Bid Form Section. The crew hour rate with equipment is defined as:

*2-person crew with combination aerial/chipper box truck, chipper unit, power/hand tools, and safety equipment.

Work under this section shall be per hour for the crew and equipment. Work shall be paid at the hourly crew rate as stated in the Bid Form section for *Unscheduled Line Clearance*.

S1-4 Right-Of-Way Vegetation Maintenance

The OMLPS right-of-way vegetation maintenance objective shall be; to clear selected pole right-of-ways and easements from unwanted vegetation, leaving natural grass and wildflower corridors from which to maintain power lines using specialized trucks and equipment.

1. Right-of-way/easement maintenance treatment width shall be as set forth by OMLPS, and in no instance exceed easement boundaries.
2. Where necessary, the contractor shall use appropriate mechanical means to clear the right-of-way of major unwanted vegetation, including trees, saplings, shrubs, vines, tall grasses and weeds to 4 inches total height. Large cuttings shall be removed from the site and properly disposed of.
3. Apply a Basal Stump Treatment using Tordon brand, or equal, pre-approved herbicide. Stumps shall be individually spot treated using a spray wand device.
4. Contractor shall demonstrate evidence of any required licenses and permits to dispense herbicides.
5. Contractor shall re-treat areas as needed to obtain satisfactory vegetation control. Re-treatment shall be at no additional cost.
6. Prior to the commencement of work the contractor shall request a meeting with an OMLPS representative. The purpose of the meeting shall be 1.) To properly identify areas of maintenance; 2.) To review all contract requirements with respect to the work to be performed; 3.) To review the contractor's plan for performing vegetation maintenance.
7. Contractor shall not apply herbicide less than 24 hours prior to a forecast of rain.
8. Contractor shall not apply herbicide during windy conditions.
9. Contractor shall not apply herbicide in quantities or patterns that could be expected to leach onto adjacent properties, or egress into any permanent or temporary waterways.

Work shall be paid based on Contractor staffing requirements necessary to perform the vegetation maintenance. Hourly rates to be determined at the time of request for said work.

S2. Work Period

Normal work hours shall be Monday through Saturday. Work shall commence no earlier than 7:00 a.m. and shall end no later than one (1) hour before dark.

S3. Worker Qualifications/Supervision

The work encompassed by this contract is potentially dangerous. All work shall be performed by properly trained personnel. All personnel involved in work near and around electric utility lines shall have proper ISA training and shall meet the standards set forth according to ANSI 1910.269 and ANSI Z133.1. Work shall be performed under the supervision of an ISA Certified Arborist.

S4. Scope of Work

S4-1 Pruning

Large established trees are pruned to maintain a fourteen (14) foot clearance over streets and structures; eight (8) foot clearance over sidewalks and pedestrian public thoroughfares; and as required, maintain an unobstructed view of street lighting, traffic lights, traffic signs and other installations. Smaller trees are pruned to establish as much clearance and unobstructed view as possible while maintaining the character of the tree. Pruning will conform to the latest revision of standards of the ANSI 300. For purposes of this contract, Class II, Medium Pruning, shall be the overall standard of performance.

S4-2 Electrical Line Clearance

Trees shall be trimmed to maintain the following clearances:

Operating Volts	Conductor Side Clearance	Conductor Top Clearance	Conductor Lower Clearance
0 to 750	3 FT	3 FT	3 FT
4 KV	4-6 FT	6-8 FT	6-8 FT
12 KV	6-8 FT	12 FT	7-9 FT
69KV	10FT	7-15 FT	10-15FT

Electrical line clearance required working around energized lines. Contractor shall be required to provide line clearance on all trees within the designated target area, referenced on the map in Appendix A.

S4-3 Tree Removal

The Contractor shall be responsible for removal of trees as designated by the City. Work under this section shall include removal of the tree stump, as set forth under Section S4-4.

S4-4 Stump Removal

Stumps shall be removed by grinding to a depth not less than 8" below existing grade. Stump cavities will be fixed with topsoil meeting ODOT 653 specifications and seeded and mulched per ODOT 659.

S4-5 Emergency Storm Work

When the contractor received a request from an appropriate City official to perform work under this section, the contractors' foreman or representative shall make the determination for personnel and equipment required, based on the information provided by the City official requesting service. The contractor shall be responsible to perform immediate follow up assessment to determine the amount of crew personnel and equipment required to complete the work. The crew hour rate with equipment is defined as:

3 person crew with (1) two-ton aerial lift truck with dump bed, (1) chipper trailer with minimum 12 inch throat, power/hand tools, mobile 2-way radio equipment and safety equipment.

As its option, the City may require the Contractor to provide a crane in order to expedite the removal of large tree units. The crew hour rate with equipment is defined as:

1 crane with operator with a minimum lift capacity of 21-ton and a minimum working radius of 80 feet.

Crews and equipment shall be available on-site and for emergency work within 90 minutes of being notified 24 hours a day, 7 days a week. Work under this section shall be per hour for the crew and equipment. Work shall be paid at the hourly crew rate as stated in the Bid Form section for *Emergency Storm Work*.

S4-6 Storm Clean-Up

Storm clean-up shall include the removal and clean up of downed limbs, trees, and brush from trees, from public or private property, as directed by the City. The crew hour rate with equipment is defined as:

3 person crew with (1) chipper trailer with a minimum 12 inch throat, (1) two ton dump bed, power/hand tools, mobile 2-way radio equipment, and safety equipment.

Work under this section shall be per hour for the crew and equipment. Work shall be paid at the hourly crew rate as stated in the Bid Form section for *Storm Clean-Up*.

S5. Standards of Work

S5-1 Qualified Personnel

All persons pruning trees near electric utility lines shall be qualified with training that includes pruning techniques, and an understanding of safety and line clearing requirements as set forth by OSHA and ANSI Z 133.1-2000. All trimming shall be done in accordance

with established arbor cultural principals and in such a way as to provide consideration for both tree symmetry and required power line clearance.

S5-2 Pruning and Line Clearance

ANSI A300 (Part 1) – 2001 Pruning Standards shall be used for all pruning and line clearance covered by this contract. All branches or limbs shall be cut as close as possible to their branch collar. When only a section of a limb is to be removed, the diameter of the section to be removed shall be at least 1/3 of the largest diameter of the limb.

S5-3 Tree Climbing

Climbing irons, spikes, or spurs shall never be used on any tree unless approved by OMLPS Director or designee, or unless the tree is being removed.

S5-4 Contractor Tree Damage

Any tree damage caused by the contractor shall be repaired at no additional expense to the City. Trees damaged beyond repair shall be removed and replaced at the contractor's expense.

S5-5 Equipment Height Limitation

The use of bucket trucks does not excuse the contractor from climbing trees to reach portions inaccessible to buckets.

S5-6 Roadway Access and Closings

Local traffic as well as ingress and egress to all properties shall be maintained at all times unless a street closing has been approved by the City. Requests for street closings shall be made to the City not less than 24 hours prior to the closing. The contractor shall be responsible for delivering notice of the closing to the affected properties.

S5-7 Traffic Control and Work Zone Safety

Contractor shall be responsible, at contractor's expense for all traffic control, lights, signs, and barricades and must meet the specifications of ODOT Section 614. The presence of barricades, lights, or other traffic control devices, provided and maintained by any party other than the Contractor, shall not relieve the Contractor of this responsibility.

S5-8 Disposal and Cleanup

The contractor shall be responsible for the removal and disposal of all wood products resulting from their work including all brush, limbs, tree trunks and stump grindings. Complete cleanup of each day worked shall be performed. Tree sections shall be dropped or lowered onto public property to the extent possible. Work site is to be left clean. Contractor is responsible for repairs and cleanup to public and private property resulting from Contractor's work.

BID FORM

Proposal of EcoTree Services, LLC, organized and existing under the laws of the state of Ohio, and doing business as LLC (insert "corporation", "partnership", or "individual").

The undersigned having carefully examined the Instructions to Bidders, Specifications, and other information in the documents herein, hereby proposes and agrees that, if this proposal is accepted, he/she will provide all necessary materials, labor, and equipment for tree work in accordance with the specifications and this bid.

Item #1 Tree Pruning

Item	Unit Price
Pruning 0-9.9 DBH	\$ <u>5</u>
Pruning 10-19.9 DBH	\$ <u>130</u>
Pruning 20-24.9 DBH	\$ <u>170</u>
Pruning 25-29.9 DBH	\$ <u>250</u>
Pruning 30+ DBH	\$ <u>410</u>

Item # 2 Tree Removal – with Stump

Item	Unit Price
Tree Removal 0-9.9 DBH	\$ <u>95</u>
Tree Removal 10-19.9 DBH	\$ <u>310</u>
Tree Removal 20-24.9 DBH	\$ <u>540</u>
Tree Removal 25-29.9 DBH	\$ <u>695</u>
Tree Removal 30+ DBH	\$ <u>1180</u>

Note: DBH is defined as diameter, in inches of trees at a point 4.5 feet above the ground.

Item #3 Line Clearance

Item	Crew Hour rate with Equipment
Rate	\$ 115 ⁻

Item #4 Unscheduled Line Clearance

Item	Crew Hour rate with Equipment
Rate	\$ 115 ⁻

Item #5 Emergency Storm Work

Item	Crew hour rate with Equipment
Rate	\$ 220 ⁻

Item #6 Storm Cleanup Work

Item	Crew hour rate with Equipment
Rate	\$ 160 ⁻

Item #7 Crane with Operator

Item	Crew hour rate with Equipment
Rate	\$ 105 ⁻

additional equipment & labor rates attached




7474 Deer Trail Lane, Lorain, OH 44053
Ph. 440-988-4470 Fax 440-988-4465 Toll Free 877-360-8733

Additional equipment and labor rates:

\$105.00/hr.	50 yard log truck w/ articulating loader and operator
\$60.00/hr.	Whole tree chipper w/ 40 yard chip truck
\$25.00/hr.	additional 12 to 20 yard dump truck
\$25.00/hr.	additional groundsman/flagger
\$35.00/hr.	additional climber
\$55.00/hr.	backyard (track or tire mounted) man lift w/ operator

Name of Bidder: Alan Shauk, EcoTree Services, LLC

By: 
(Signature)

Title: Sales Manager


Address: 7474 Deer Trail Lane
Lorain, OH 44053

(Seal – if bid is
By a Corporation)

Telephone: 440-988-4470

Date: 4/1/2015

ATTEST:


(Signature)

Miki L Van Antwerp
(Name)

Administrator
(Title)

BID GUARANTY AND CONTRACT BOND
(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Here insert full name or legal title of Contractor and Address)

as principal and _____

(Here insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto The City of Oberlin hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ (Bid Date) to undertake the project known as 2015 TREE WORK.

The penal sum referred to herein shall be the dollar amount of the Principals' bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee.

In no case shall the penal sum exceed the amount of _____ Dollars (\$_____)

If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates.) Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. (A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, or heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above name Principal has submitted a bid on the above referenced project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee and difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the re-submission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of materials, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damages suffered by failure to perform such contract according to the provision thereof and in accordance with the plans, details, specifications, and bills of materials therefore; and shall pay all lawful claims of subcontractors, material men, and laborers; for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material man or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agree that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2015.

PRINCIPAL:

BY: _____

TITLE: _____

SURETY:

SURETY AGENT:

BY: _____
Attorney-in-Fact

Address:

Address:

Street

Street

City State Zip

City State Zip

DELIQUENT PERSONAL PROPERTY TAX AFFIDAVIT

State of Ohio

County of Lorain

Bid Identification **2015 TREE WORK**

Contractor EcoTree Services LLC

Being first duly sworn, deposes and says he is

Sales Manager, Alan Shauck

(Sole City, partner, president, secretary, etc.)

Of EcoTree Services, LLC, the party making the forgoing bid; here affirms under oath, pursuant to Section 5119.042 of the Ohio Revised Code that, at the time the Bid was submitted the company (was), (was not) charged with delinquent personal property taxes on the General Tax List of Property for Lorain County, Ohio.

If such charge for delinquent personal property taxes exists on the General Tax List of Personal Property for Lorain County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties shall be set forth below.

A copy of this statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty (30) days of the date it is submitted.

Delinquent Personal Property Tax

\$ 0

Penalties

\$ 0

Interest

\$ 0

Signed: [Signature]

Alan Shauck, Sales Manager
Name and Title

Subscribed and sworn to before me this 1st day of April, 2015.

Seal of Notary

[Signature]
Notary Public

Miki L. Van Antwerp
Notary Public, State of Ohio
My Commission Expires 4-30-2018

NOTICE OF AWARD

To: EcoTree Services, LLC
7474 Deer Trail Lane
Lorain OH 44053

The City of Oberlin, Ohio, having considered the Bid submitted by you for 2015 TREE WORK in response to the Advertisement for Bids dated March 19 and March 26, 2015 and in the amount not to exceed \$90,000 does hereby notify you that your

Bid has been accepted by City Ordinance No. AC CMS 15-19

The following variations from the Specifications and Bid Instructions have been allowed:

You are required to execute the Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement within ten (10) calendar days of the date of this Notice, the City of Oberlin will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The City of Oberlin will also be entitled to such other rights as may be granted by law.

City of Oberlin, Ohio

By: 

Title: _____

City Manager

Date: 4/27/15

Acceptance of Notice of Award

Receipt of the above Notice of Award is hereby acknowledged by

EcoTree Services, LLC, this ___ day of ___, 2015.

By:  Alan Shauk

Title: Sales Manager

AGREEMENT

This Agreement, made this 21 day of April, 2015, by and between the City of Oberlin, Ohio hereinafter called the "City", acting herein through its City Manager, and EcoTree Services, LLC, doing business as (a corporation), (~~a partnership~~) (~~an individual~~) in the City of Oberlin, county of Lorain, and State of Ohio, hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish equipment in accordance with the terms of the Contract Documents.
2. The following variations from the Contract Documents and or options have been agreed to:

3. The term "Contract Documents" means and includes the following:

- a.) Advertisement for Bids
- b.) Instruction to Bidders
- c.) General Conditions
- d.) EEO and MBE Documentation
- e.) Bid including all attachments thereto
- f.) Bid Bond
- g.) Delinquent Personal Property Tax Affidavit
- h.) Notice of Award
- i.) Agreement (with Legal & Fiscal Officer's Certificates)
- j.) Specifications
- k.) Addenda:

No. _____, dated _____, 2015

No. _____, dated _____, 2015

No. _____, dated _____, 2015

4. The City will pay to the Contractor in the manner and at such times as set forth in the Contract Documents, such amounts as required by this Agreement.
5. City's engagement of the Contractor is based upon the Contractor's representations to the City that the Contractor:
 - has reviewed all documents pertinent to its portion or scope of the work and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient;

AGREEMENT (pg 7)

further until the work is complete. After final completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the City for cause pursuant to this Subparagraph B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph A) and the provision of Subparagraph (A) shall apply.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first written above.

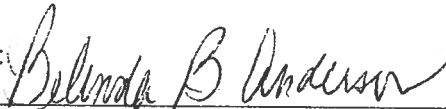
City of Oberlin, Ohio

By: _____


Eric Norenberg, City Manager

(Seal)

ATTEST: _____



City Clerk



(Witness)

Contractor: _____

Ecotree Services, LLC

By: _____



Title: _____

Sales Manager

Address: _____

7474 Deer Trail Lane

Lorain, OH 44053

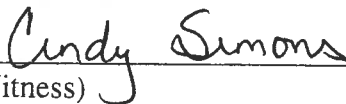
(Seal)

Phone: _____

440-988-4470

ATTEST: _____

(Secretary, if Corporation)



(Witness)

CITY OF OBERLIN, OHIO

FISCAL OFFICER'S CERTIFICATE

Project Identification: 2015 TREE WORK

I, Sal Talarico, Finance Director hereby certify that I am the qualified and acting Fiscal officer of the City of Oberlin, Ohio, and that the amount of money to wit \$ 90,000 required to meet the cost of the attached Agreement between the City of Oberlin and EcoTree Services, LLC (contractor) has been lawfully appropriated for the purpose of said Agreement and the money so appropriated is on deposit (or in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

Date: 2/28/15

Signature: [Handwritten Signature]

Name: Sal Talarico

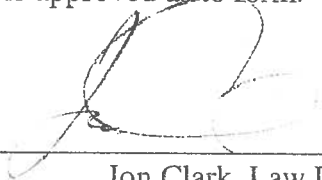
Title: Finance Director

CITY OF OBERLIN, OHIO
LEGAL OFFICER'S CERTIFICATE

Project Identification: **2015 TREE WORK**

The foregoing Agreement between the City of Oberlin, Ohio (City) and
EcoTree Services, LLC (Contractor) is approved as to form.

4/13/15
Date


Jon Clark, Law Director

NOTICE TO PROCEED

To: EcoTree Services, LLC
7474 Deer Trail Lane
Lorain OH 44053

Date: April 21, 2015

Project: 2015 TREE WORK

You are hereby to commence WORK in accordance with the Agreement dated April 21, 2015 on or before May 11, 2015 and you are to complete the WORK within 365 consecutive calendar days thereafter. The date of completion of all WORK is, therefore, May 11, 2016.

Owner: City of Oberlin, Ohio

By: _____

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By Al Shauck this 1st day of May, 2015.

By: _____

Title: _____

Sales Manager

