

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
DECEMBER 11, 2012 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Emerald Ash Borer Treatment, 2 nd Contract Extension	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A resolution has been prepared to authorize execution of a twelve-month contract extension with Emerald Tree Care LLC of White Lake, Michigan for Emerald Ash Borer Treatment services for Group 1 and Group 2 Ash Trees in the amount of \$22,331.24.

STRATEGIC PLAN ALIGNMENT

The goals for 2011 to 2018 include *Steward of Financial and Environmental Sustainability* as well as *Exceptional Municipal Services*.

FISCAL IMPACT

The approved FY13 General Fund budget provides \$22,400 for this service.

RECOMMENDATION

Approval on the December 11, 2012 consent agenda.

BACKGROUND

The Village has been using soil and trunk injections of insecticides as a means to slow and possibly stop the destruction of parkway Ash trees as a result of the Emerald Ash Borer (EAB) beetle. Research with insecticides continues to show positive results for EAB control when treatments are begun before EAB populations are strongly established. Select ash trees within the Village have been treated with soil injections and trunk injections from 2008 through 2012, and staff recommends the continued use of this treatment.

A Request for Proposals for these services was issued and published in March 2011 in accordance with the Village's Purchasing Policy and the lowest responsive bidder was Emerald Tree Care LLC. The terms of the 2011 contract provide that it can be renewed for up to two, one-year periods. This will be the second extension and is increasing by 2%, for a total contract price of \$22,331.24.

ATTACHMENTS

Contractor Evaluation Form FY12
Group 1 and Group 2 Ash Tree Maps
Contract Extension

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A SECOND EXTENSION
TO AN AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND EMERALD TREE CARE, LLC**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and the Emerald Tree Care, LLC (the “Proposer”), for emerald ash borer treatments, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

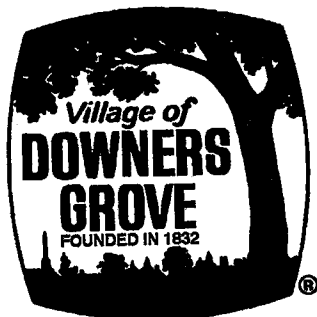
4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk



REQUEST FOR PROPOSAL

Name of Proposing Company:

EMERALD TREE CARE LLC

(COPY 1)

Project Name:

EMERALD ASH BORER TREATMENT

Proposal No.:

RFP-0-14-2011/tt

Proposal Due:

Date March 22, 2011 time 10:00 a.m. at

Village of Downers Grove Civic Center

801 Burlington Avenue, Downers Grove, IL 60515

Pre-Proposal Conference: Informational Date March 15, 2011 time 10:00 a.m. at

Village of Downers Grove Civic Center

801 Burlington Avenue, Downers Grove, IL 60515

Required of All Proposers:

Deposit: No

Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: No

Certificate of Insurance: YES

Legal Advertisement Published: March 2, 2011

Date Issued: March 2, 2011

This document consists of 43 pages.

Return **original and two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **March 22, 2011, 10:00 a.m.**.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance

with the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by proposers is strongly advised as this will be the last opportunity to ask questions concerning the proposal.

3.2 For those unable to attend the meeting, questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in the section titled "Addenda".

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.

4.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

5. SECURITY FOR PERFORMANCE

5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the proposer.**

6. DELIVERY

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

7. TAX EXEMPTION

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

- 8.1 The Village of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

9. VILLAGE ORDINANCES

- 9.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

10. USE OF VILLAGE'S NAME

- 10.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

11. SPECIAL HANDLING

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

13. NONDISCRIMINATION

13.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

14.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the

performance of this contract, the Proposer agrees as follows:

- 15.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 15.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are

undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

16. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

18. PREVAILING WAGE ACT

18.1 Waived due to Illinois Department of Labor's opinion on the applicability of landscape work unrelated to construction to the statute.

~~Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois Department of Labor website and use the most current DuPage County rate.~~

~~18.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.~~

~~18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.~~

~~18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the~~

~~pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.~~

~~18.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.~~

~~18.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.~~

19. PATRIOT ACT COMPLIANCE

The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

20. INSURANCE REQUIREMENTS

20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit

Village of Downers Grove

	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section 20.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability (pursuant to section 20.5 below)	\$ 5,000,000	

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.

- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.
- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 21. COPYRIGHT/PATENT INFRINGEMENT**
- 21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

22. COMPLIANCE WITH OSHA STANDARDS

- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

- 23.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

24. BUY AMERICA

- 24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

- 25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

- 25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

- 25.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the

Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. SUBLETTING OF CONTRACT

- 26.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

27. TERM OF CONTRACT

- 27.1 This contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section, supra.

28. TERMINATION OF CONTRACT

- 28.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.
- 28.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Proposer.

29. BILLING & PAYMENT PROCEDURES

- 29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued

to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 29.3 If this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 29.4 Please send all invoices to the attention of Kerstin G. von der Heide, Village of Downers Grove Public Works, 5101 Walnut avenue, Downers Grove, IL 60515.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 30.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

31. STANDARD OF CARE

- 31.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

32. GOVERNING LAW

32.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

33. SUCCESSORS AND ASSIGNS

33.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

34. WAIVER OF CONTRACT BREACH

34.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

35. AMENDMENT

35.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

36. NOT TO EXCEED CONTRACT

36.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original subcontract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

37. SEVERABILITY OF INVALID PROVISIONS

37.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

38. NOTICE

38.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

39. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act . 5 ILCS 140/1 et.seq.

III. DETAIL SPECIFICATIONS

A. Competitive Sealed Proposal

The Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village"), will receive sealed proposals from Contractors for the application of insecticidal treatments for the control of Emerald Ash Borer (EAB) identified in the solicitation. Proposals must be received by the date and time specified.

B. Informational Pre-proposal Conference:

For the purpose of familiarizing proposers with the project, answering questions, and issuing addenda as needed for clarification of the proposal documents, an informational pre-proposal conference shall be held at the Downers Grove Civic Center, 801 Burlington Avenue, Downers Grove, Illinois 60515, (630) 434-5500. Date and time of the meeting are listed on the cover sheet.

C. Objective:

This contract is for the application of insecticidal treatments to manage the spread and negative impact of EAB within the incorporated limits of Downers Grove. The specifications contained herein detail how treatment activities shall occur for parkway trees along public streets.

D. Qualifications of Contractors

The Contractor shall be required before the award of any contract to show to the complete satisfaction of the Village Forester that it has the necessary facilities, ability, and resources to provide the services specified herein in a satisfactory manner. The Contractor shall be required to give past history and references in order to satisfy the Village Forester in regard to the Contractor's qualifications. The Village Forester shall make reasonable investigations deemed necessary and proper to determine the ability of the Contractor to perform the work. The Village Forester reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Contractor fails to satisfy the Village Forester that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the Contractor's qualifications shall include:

1. The ability, capacity, skill, and resources to perform the work or provide the service required
2. The ability of the Contractor to perform the work or provide the service promptly or within the time specified, without delay or interference
3. The character, integrity, reputation, judgement, experience, and efficiency of the Contractor
4. The quality of performance of previous treatment contracts or services. The Contractor shall have been actively engaged in the ornamental pest management industry for a period of at least three (3) years. The Contractor must provide a list of three (3) references of jobs successfully completed for similar contracts.
5. The previous or existing compliance by the Contractor with laws and ordinances relating to the contract or service

6. The sufficiency of the financial resources and the ability of the Contractor to perform the contract or provide the service
7. The quality, availability and adaptability of the supplies, or contractual services to the particular use required
8. The number and scope of conditions attached to the proposal.

E. Proposer Investigations

Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village Forester upon which the Contractor will rely. If the Contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

F. Quantities:

Whenever a proposal is sought for services, the quantities shall be construed as estimates for the purpose of obtaining unit prices unless otherwise stated. The Village reserves the right to increase or decrease the stated quantities. Depending upon budget, the Village Forester may increase or decrease the number of trees in all or part of Group 1 Ash, Group 2 Ash or Group 3 Ash in order to meet forestry goals.

G. Proposal Review and Award of Contract:

The Village shall review and evaluate all proposals submitted in response to this RFP. This includes reviewing each proposal for compliance with the minimum proposal requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

Proposals will then be evaluated and rated in accordance with the evaluation criteria. These evaluation criteria include:

- Conformance to Requirements. Degree to which proposal meets technical needs of the Village. Exceptions will detract from overall rating.
- Clarity of Proposal. Degree to which proposal clearly and concisely follows the Request for Proposal. Answers must include and correspond to questions.
- Service. How the Contractor proposes to deliver service.
- References. Discussions with the Proposer's existing and any former clients.
- Costs. The cost of treatments.

The Village reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible Contractors who submit proposals determined to be reasonably acceptable of being selected for award. Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

The Village may conduct negotiations with the top Contractor(s) if required to determine the acceptability of the proposal in regards to specifications, terms and conditions and cost; therefore, the proposal(s) submitted should contain the vendor's most favorable terms and conditions as well as cost with detailed specifications as proposed, since the selection and award may be made without discussion.

The Village will select the highest rated, fully qualified and best suited Contractor for each specific EAB insecticidal treatment application (Group 1 Ash Trees with Basal System Soil Injection, Group 2 Ash Trees with the combination of Basal System Soil and Trunk Injections, or Group 3 Ash Trees with TREE-ge Injections). Should the first selected Contractor be unable to fulfill the terms of the contract, the Village reserves the right to enter into a contract with the 2nd selected Contractor. If the Village does not find that any Contractor's solution(s) meet the needs and requirements, the Village is not obligated to enter into agreement for treatment. A contract recommendation report will be prepared for the Village Manager, Legal and Finance Personnel, who in turn will submit the recommendation to the Village Council for approval and contract award.

H. Term of Contract:

The contract term shall be the calendar year of 2011 from the time of award until December 31.

I. Insecticidal Treatment Specifications:

The Contractor shall provide appropriate EAB insecticides, appropriate injection equipment and personnel for the project. The Contractor shall provide tree insecticide application services for EAB control as described herein and in accordance with the terms and conditions of this specification. The Contractor must include, as part of the work under this contract, the movement and transportation of equipment and supplies to and from the work sites.

1. Group 1 Ash – Basal System Soil Injection

- a. Group 1 Ash trees are mostly monoculture plantings of ash trees planted in the early 1970's. Maps will be provided at the pre-proposal meeting. Actual address and tree listings will be provided to the awarded Contractor. The number of Group 1 Ash trees is 954 with a cumulative trunk diameter of 17,380". These trees have the following DBH ranges: (DBH is Diameter at Breast Height measured at 4.5 feet above ground)
 - 5 trees with 2.0" to 6.0" DBH,
 - 16 trees with 6.1" to 9.0" DBH,
 - 32 trees with 9.1" to 12.0 DBH,
 - 138 trees with 12.1" to 15.0" DBH,
 - 268 trees with 15.1" to 18.0" DBH,
 - 261 trees with 18.1" to 21.0" DBH,
 - 149 trees with 21.1" to 24.0" DBH,
 - 70 trees with 24.1" to 27.0" DBH, and
 - 15 trees with 27.1" to 30.0" DBH.
- b. The Contractor must ensure proper identification of ash trees along the street, and that trees and addresses on the supplied list correspond to trees and addresses found along the street.
- c. Each tree shall be measured at a point 4.5 feet above ground or Diameter at Breast Height

(DBH).

- d. The Insecticide shall be Merit 75 WSP manufactured by Bayer Environmental Science or Imidacloprid 75 WSB manufactured by Quali-Pro, or equivalent. The Village Forester must approve any and all products proposed.
- e. The Contractor shall mix eight (8) packets (each 1.6oz.) of Merit 75 WSP or Imidacloprid 75 WSB per 100 gallons water.
- f. The Contractor shall mix the specified amount of product per 100 gallons water **AND** inject 1/2 gallon of solution per DBH inch around the base of the tree. The application rate shall be such that one (1) packet (1.6 oz) of Merit 75 WSP or Imidacloprid 75 WSB is applied to every 24 inches of cumulative trunk diameter.
- g. The Contractor shall determine the number of injection sites required to inject an equal amount of solution in each hole. At a minimum, the number of injection sites for trees 12" and greater will be determined by dividing the tree diameter by two, and not less than 4 injection sites per tree shall occur.
- h. The Contractor shall dispense the proper amount of solution evenly around the base of the tree using a pressurized spray system and a lance or probe specifically designed for tree fertilization. A low pressure shall be maintained. Injection sites must begin within 2' to 3' of the base of the tree and if necessary, radiating outward at 1' to 2' increments. Injection sites shall not extend past the drip-line of the tree. Depth of each injection is to be between 2" to 4" and not exceed 8".
- i. The proper amount of solution shall be dispensed and shall be determined by the use of a flow meter attached to the injection lance. This flow meter shall be calibrated daily to ensure the correct chemical amount is applied. The Contractor shall be required to prove that a flow meter is attached to the spray tank unit and that it actively and accurately operates.
- j. All injection apparatus must be approved by Village Forester prior to commencing work.
- k. In no case shall material be allowed to puddle and run off-site. Any appearance of treatment solution moving from the site shall halt the treatment. Treated areas shall be monitored until all liquid chemical is absorbed by the soil.
- l. Application equipment must remain in optimal operating condition per manufacturer specifications at all times and must immediately be repaired or replaced if determined to not be performing properly. If application equipment is determined to be performing below the manufacturer's specifications and the Contractor fails to repair or replace equipment before continuing work, the Contractor shall be required to return and re-inject all trees injected with the under-performing equipment.
- m. An alternate proposal will be considered should the Contractor propose the insecticide Xytect 75 WSP manufactured by Rainbow Treecare Scientific Advancements at the rate of one (1) packet (1.6 oz) for every 24 inches of cumulative trunk diameter for trees under 15" DBH, and one (1) packet (1.6 oz) for every 12 inches of cumulative trunk diameter for trees over 15" DBH.

2. Group 2 Ash – Basal System Soil Injection and Trunk Injection

- a. Group 2 Ash trees are white ash trees located throughout the southern portion of the Village and which were planted in the 1980's and 1990's. Maps will be provided at the pre-proposal meeting. Actual address and tree listings will be provided to the awarded Contractor. The number of Group 2 Ash trees is 292 with a cumulative trunk diameter of 3,710". These trees have the following DBH ranges:
 - 11 trees with 2.0" to 6.0" DBH,
 - 39 trees with 6.1" to 9.0" DBH,
 - 56 trees with 9.1" to 12.0" DBH,
 - 108 trees with 12.1" to 15.0" DBH,
 - 66 trees with 15.1" to 18.0" DBH, and
 - 12 trees with 18.1' to 21.0" DBH.
- b. The Contractor must ensure proper identification of ash trees along the street, and that trees and addresses on the supplied list correspond to trees and addresses found along the street.
- c. Each tree shall be measured at a point 4.5 ft above ground or Diameter at Breast Height (DBH).
- d. The Insecticide shall be Merit 75 WSP manufactured by Bayer Environmental Science or Imidacloprid 75 WSB manufactured by Quali-Pro, or equivalent. The Village Forester must approve any and all products proposed.
- e. All Group 2 Ash shall also receive, in addition to the imidacloprid product in the mixture, fertilizer (18-3-6 Classic liquid fertilizer with 50% slow release nitrogen plus micronutrients manufactured by Growth Products) and soil amendment (Essential Plus 1-0-1 Natural Organic Soil Amendment and Root Stimulator with 21 L-Amino Acids manufactured by Growth Products). The Village Forester must approve any and all products proposed.
- f. The soil injection mixture shall be eight (8) packets (each 1.6oz) of Merit 75 WSP or Imidacloprid 75 WSB, 1.5 gallons of 18-3-6 Classic slow release fertilizer, and 64 ounces of Essential 1-0-1 per 100 gallons of water.
- g. The Contractor shall mix the specified amount of products per 100 gallons water **AND** shall inject 1/2 gallon of solution per DBH inch around the base of the tree. The application rate shall be such that one (1) packet (1.6 oz) of Merit 75 WSP or Imidacloprid 75 WSB is applied to every 24 inches of cumulative trunk diameter.
- h. The Contractor shall determine the number of injection sites required to inject an equal amount of solution in each hole. At a minimum, the number of injection sites for trees 12" and greater will be determined by dividing the tree diameter by two, and not less than 4 injection sites per tree shall occur.
- i. The Contractor shall dispense the proper amount of solution evenly around the base of the tree using a pressurized spray system and a lance or probe specifically designed for tree fertilization. A low pressure shall be maintained. Injection sites must begin within 2' to 3' of the base of the tree and if necessary, radiating outward at 1' to 2' increments. Injection sites shall not extend past the drip-line of the tree. Depth of each injection is to be between 2" to 4" and not exceed 8".
- j. The proper amount of solution shall be dispensed and shall be determined by the use of a flow meter attached to the injection lance. This flow meter shall be calibrated daily to ensure the correct chemical amount is applied. The Contractor shall be required to prove

Village of Downers Grove

that a flow meter is attached to the spray tank unit and that it actively and accurately operates.

- k. All injection apparatus must be approved by Village Forester prior to commencing work.
- l. In no case shall material be allowed to puddle and run off-site. Any appearance of treatment solution moving from the site shall halt the treatment. Treated areas shall be monitored until all liquid chemical is absorbed by the soil.
- m. All Group 2 Ash trees are also to receive trunk injections described in the following:
 - n. Each tree's trunk circumference needs to be measured within 12" of the ground before trunk injections occur. The Contractor needs to be aware that trunk diameter at 12" above ground is larger than DBH measured at 4.5' above the ground, and that trunk circumference equals the diameter multiplied by pi (π) with pi equal to 3.14159.
 - o. The Insecticide shall be Pointer Insecticide manufactured by Arbor Systems. The Village Forester must approve any and all products proposed.
 - p. The dosage shall be 1 ml per 4" of trunk circumference measured within 12" of the ground.
 - q. Application shall be with the Direct-Inject QC Tree Injection device system manufactured by Arbor Systems with a Wedgle Tip, the WedgeChek Punch and WedgeCheks.
 - r. Injection holes shall be spaced at 4" intervals around the trunk circumference measured within 12" of the ground. Ash trees with large root flares may require more injections.
 - s. The Contractor shall make the injection holes by inserting the WedgeChek Punch into the appropriate bark area and removing bark cores for the injection holes. The Contractor shall avoid damaging the xylem tissue (sapwood) with the WedgeChek Punch.
 - t. The Contractor shall insert a WedgeChek into the site where the bark core has been removed, and then insert the Wedgle Tip through the WedgeChek until resistance felt of the tip meeting sapwood. The tip is not to be forced into the sapwood. Thick barked trees require a longer injection tip.
 - u. The Contractor shall inject a 1 ml dose of Pointer Insecticide by the injector device according to manufacturer's instructions, and shall continue to work around the circumference of the tree making an injection every 4".
 - v. Application equipment must remain in optimal operating condition per manufacturer specifications at all times and must immediately be repaired or replaced if determined to not be performing properly. If application equipment is determined to be performing below the manufacturer's specifications and the Contractor fails to repair or replace equipment before continuing work, the Contractor shall be required to return and re-inject all trees injected with the under-performing equipment.

3. Group 3 Ash – Trunk Injection of TREE- \square ge

- a. Group 3 Ash trees are white ash trees located throughout the Village. Maps will be provided at the pre-proposal meeting. Actual address and tree listings will be provided to the awarded Contractor. The number of Group 3 Ash trees is 154 with a cumulative trunk diameter of 1,780". These trees have the following DBH ranges:
 - 23 trees with 2.0" to 6.0" DBH,
 - 41 trees with 6.1" to 9.0" DBH,
 - 34 trees with 9.1" to 12.0 DBH,
 - 23 trees with 12.1" to 15.0" DBH,
 - 8 trees with 15.1" to 18.0" DBH,
 - 13 trees with 18.1" to 21.0" DBH,
 - 3 trees with 21.1" to 24.0" DBH,
 - 3 trees with 24.1" to 27.0" DBH, and
 - 6 trees with 27.1" to 30.0" DBH.
- b. The Contractor must ensure proper identification of ash trees along the street, and that trees and addresses on the supplied list correspond to trees and addresses found along the street.
- c. Each tree shall be measured at a point 4.5 ft above ground or Diameter at Breast Height (DBH).
- d. The Insecticide shall be TREE- \square ge with 4.0% emamectin benzoate manufactured by Syngenta. The Village Forester must approve any and all products proposed.
- e. Application shall be with the Arborjet Tree I.V. System, Arborjet QUIK-jet System, or Arborjet Air Hydraulic System. All systems shall utilize #3 Arborplugs (9/32") manufactured by Arborjet. These #3 Arborplugs will remain in the tree after injection.
- f. Injection holes shall be spaced at 6" intervals around the trunk circumference measured within 3" off the ground. This will be the first trunk application for all Group 3 Ash trees. Future injection holes shall be 10" off the ground, and then alternating at 3" or 10" depending. For trees under 8 inches in diameter, holes shall spiral around the stem in staggered positions so as not to be at the same height.
- g. The Contractor shall drill through the bark then 5/8" to 1-5/8" into the sapwood with the appropriate sized drill bit. The Contractor shall select tree trunk sites associated with stem growth and sapwood that is intact and healthy so that the injection system applies material directly into the xylem and not into the cambium. Injured areas or areas with decay shall be avoided.
- h. Application equipment must be capable of injecting a metered dose, and the system must be closed, preventing the loss of dose through individual injector failure.
- i. Application equipment must remain in optimal operating condition per manufacturer specifications at all times and must immediately be repaired or replaced if determined to not be performing properly. If application equipment is determined to be performing below the manufacturer's specifications and the Contractor fails to repair or replace equipment before continuing work, the Contractor shall be required to return and re-inject all trees injected with the under-performing equipment.
- j. Dosage shall be based on tree diameter and the system being used as listed in the following table. For the Tree I.V. system, total milliliters of TREE- \square ge shall be diluted 1:1 with water, while the QUIK-jet System and Air Hydraulic System shall use undiluted TREE- \square ge.

Village of Downers Grove

TREE I.V.			Air Hydraulic/ QUIK-jet set to 3 Milliliters			
Tree Diameter (DBH) inches	Total TREE-age Milliliters per Tree	Injection Sites per Tree	Tree Diameter (DBH) inches	Milliliters of TREE-age per Injection Site	Total TREE-age Milliliters per Tree	Injection Sites per Tree
4	15	4	4	6	18	3
5	15	4	5	6	18	3
6	20	4	6	6	18	3
7	20	4	7	6	24	4
8	25	4	8	6	24	4
9	30	4	9	6	30	5
10	30	4	10	6	30	5
11	40	4	11	6	36	6
12	40	4	12	6	36	6
13	45	4	13	6	42	7
14	50	4	14	6	48	8
15	60	8	15	9	63	7
16	65	8	16	9	72	8
17	75	8	17	9	72	8
18	80	8	18	9	81	9
19	90	8	19	9	81	9
20	110	8	20	12	108	9
21	120	8	21	12	120	10
22	135	8	22	12	132	11
23	150	8	23	12	144	12
24	155	8	24	12	144	12
25	160	8	25	12	156	13
26	170	8	26	12	168	14
27	180	12	27	12	180	15
28	195	12	28	15	195	13
29	210	12	29	15	210	14
30	225	12	30	15	225	15

J. Trade Name:

In cases where an item is identified by a manufacturers name, trade name, catalog number, or reference, it is understood that the Contractor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the Contractor. Reference to a specific manufacturer, trade name or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Contractor articles that will be satisfactory. The Village Forester reserves the right to approve as an equal, or to reject as not being an equal, any article the Contractor proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith. If alternate product other than the product listed is proposed the Contractor must submit the alternate with their proposal.

K. Material Specifications:

The Contractor shall supply the Village Forester with the most current Label and Material Safety Data Sheet (MSDS) available for the proposed products. The Contractor is responsible for following the Label and MSDS requirements for protective equipment and safe chemical handling. The Contractor must meet OSHA and any other federal, state and local safety requirements. The Contractor will be held responsible for any damage to personnel, city facilities, chemicals and equipment for these specifications to ensure product safety. The Contractor must ensure that all necessary protective equipment is considered incidental to the contract.

L. Proof of Purchase:

Prior to starting the project, the Contractor shall be required to show proof of purchase of specified products.

M. Expiration Dates of Product/ Supplies:

Any required product and/or supplies that have expiration dates must have at least nine (9) months of shelf life before the expiration date. Failure to comply with this requirement may result in rejection of any product and/or supplies to be used. If the product is rejected, the Contractor shall be responsible for replacement within forty eight (48) hours.

N. Water Access:

The Village will make one designated hydrant with a meter available to fill-up with water at the Public Works facility. A hydrant authorization form shall be completed and one-time administrative fee of \$25.00 shall be paid by the Contractor before any water is obtained. The Contractor shall be required to fill out the water usage sheets with each fill-up and check-in with the Public Works front office. The Contractor shall supply the appropriate hose and hydrant wrench to attach to the designated hydrant meter (meter has male threaded 2" standard hydrant connection). Under no circumstances shall the Contractor wash or rinse any equipment, containers, tools or any other equipment at the designated hydrant site.

O. Spills:

The Contractor is solely responsible for any and all spills or leaks prior to and during unloading or transporting of their product. The Contractor hereby agrees to reasonably evacuate and warn those persons that may be affected by the spill and must clean up such spills or leaks to the satisfaction of the Village and in a manner that complies with applicable federal, state and local laws and regulations. The Contractor is responsible for any costs associated with spill clean-ups.

P. Clean Up:

The Contractor shall, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the Village. Upon completion of work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation. The Contractor shall be required to

remove all product containers after a service is completed and prior to leaving the work site, and properly dispose of all product containers.

Q. Unauthorized Product Application:

The Contractor must ensure proper identification of trees. The Contractor must not apply any unauthorized product materials or make unscheduled applications. If the Contractor does apply unauthorized product materials, or make unscheduled applications, the Contractor is responsible for all damages and replacement and/or clean-up of all damaged areas, plants, flowers, etc. caused by such unauthorized application or unscheduled application.

R. Treatment Area:

The treatment area is within the incorporated limits of Downers Grove. Various Village maps can be found at the Village's website at <http://www.downers.us/govt/forms-publications/mapping-and-gis>. Group 1, Group 2 and Group 3 Ash trees are located throughout the Village, and maps shall be distributed at the pre-proposal meeting.

S. Illinois Department of Agriculture Pesticide License and Regulations:

The Contractor shall supply proof that all equipment operators have the appropriate State of Illinois Department of Agriculture Pesticide licenses and that they are properly trained to apply the insecticide treatment. The Contractor must possess valid Illinois Pesticide Applicators licenses and be authorized to purchase the items needed to perform EAB control at the time the proposal is submitted. Copies of all certifications and licenses are required. The Contractor shall keep records of all pesticide applications in accordance with laws and regulations of the Illinois Pesticide Act including but not limited to the EPA registration number and either the brand name or product name of the pesticide, the date and amount applied, and the location at which the pesticide was mixed and or loaded into the application equipment.

T. Lawn Care Products Application and Notice Act:

The Contractor shall follow the Lawn Care Products Application and Notice Act (415 ILCS 65/1 *et seq.*). The Act requires the placement of markers immediately after application is made. The markers must be placed at the point(s) of entry into the application area.

U. Application Times and Completion Timeframes:

Application treatment shall commence at the direction of the Village Forester and shall continue until the Contractor is directed to cease treatment applications. Weather and soil conditions shall be monitored by the Contractor to ensure optimal uptake. Once treatments have begun, the Contractor shall work successive workdays as weather allows until all applications have been completed. The Contractor shall contact the Village Forester every day of application. Applications are expected to occur during the appropriate times using the following guide:

Group 1 Ash trees – April

Group 2 Ash trees – April for soil injection, and May/June for trunk injection

Group 3 Ash trees – June July

V. **Report Form Submission**

The Village will provide the "Ash Tree Checklist" report form for Group 1 Ash, Group 2 Ash, or Group 3 Ash to the awarded Contractor. The Contractor shall be responsible to submit this "Ash Tree Checklist" report form to list, at a minimum, the tree diameter and date each tree was treated. The submitted report form will be inspected for compliance with the specifications. Report forms will then be used to verify and approve payment for services.

W. **Contractor Personnel and Equipment:**

The Contractor shall supply all material, equipment and personnel necessary to complete the work specified. The Contractor shall rent equipment as needed to cover any equipment breakdowns that would cause this contract to not be completed in the allotted time period. All vehicles and equipment needs to have the Contractor's name in a visible location.

The Contractor will employ only competent and efficient employees. Whenever, in the opinion of the Village Forester, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Village Forester, remove the employee from the work and will not employ such employee again for the work under this Contract. The Contractor then must provide replacement staff satisfactory to the Village Forester or other Village representative in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees is the responsibility solely of the Contractor.

X. **Work Crew Supervision:**

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon all directives issued by the Village Forester or other Village representative.

Y. **Workdays, Working Hours, and After Hours Contact:**

The Contractor shall schedule work between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless authorized by the Village Forester or other Village representative.

The Contractor shall supply a contact phone number which shall be more than just an answering machine in case an emergency situation arises which needs to be discussed.

Z. **Public Convenience and Traffic Control**

All worked performed under this contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities where the work is performed. The Contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by the Village. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to minimize any hazard to traffic or pedestrians.

AA. Inspection of Work:

All work shall be completed to the satisfaction of the Village Forester or Forestry representative and same shall resolve any questions as to proper procedures or quality of workmanship.

AB. Unsatisfactory Work

If, at any time during the contract, the service performed or work done by the Contractor is considered by the Village to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified either by written or oral notice, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Village shall have the right to order correction of the deficiency by separate contract or with its own resources at the expense of the Contractor. The Village reserves the right to terminate the whole or any part of this contract in the event the awarded Contractor fails to perform any of the provisions of this contract.

AC. Costs and Basis of Payment

The Contractor shall be paid for the work described herein on a per tree DBH inch basis depending on the proposal. The contract unit prices shall remain firm for the contract term.

The Awarded Contractor shall send all invoices to the Village Forester. The Village will pay the Contractor after receipt of a correct invoice for reasonable work allocable to the contract or after the date of acceptance of work that meets the contract requirements, whichever occurs later.

AD. Questions during the Proposal Process:

All questions shall be directed to:

Theresa H. Tarka, Purchasing Department, (630) 434-5530 and FAX (630) 434-5571.

AE. Proposal Form Submission:

Each proposer shall submit the original and two copies of the proposal in a sealed envelope no later than the time and date specified on the cover sheet. Proposals received after the specified time shall be rejected and returned to the proposer unopened. Each proposal shall contain:

1. Prices for Group 1 Ash and Group 2 Ash and Group 3 Ash.
2. A listing of the equipment operators with pesticide licenses
3. At least three (3) municipal or other governmental references who can attest to the Contractor's previous satisfactory performance with similar contracts for EAB treatment. Include names, addresses and phone numbers.
4. Applicable insurance information supplied and forms completed.
5. For this particular contract, it is the opinion of the Village that Apprentice and Training Certificates and Buy America Certificates are not applicable, and can remain blank.
6. Completed Suspension or Debarment Certificate, and Campaign Disclosure Certificate.

Village of Downers Grove

7. Signature block completed including an after-hours phone number (24 hour contact) other than an answering machine.
8. Description of how the service is to be provided. Include previous experience and examples from other municipalities where practical.

IV. PROPOSAL / EAB TREATMENT

The undersigned Contractor offers to provide to the Village of Downers Grove, an Illinois municipal corporation, EAB treatment services conforming to the terms and conditions set forth herein.

A. Prices for 2011

1) Group 1 Ash Trees – Basal System Soil Injection

The soil injection mixture shall be eight (8) packets (each 1.6oz.) of Merit 75 WSP or Imidacloprid 75 WSB per 100 gallons water. The Contractor shall mix the specified amount of product per 100 gallons water AND inject 1/2 gallon of solution per DBH inch around the base of the tree. The application rate shall be such that one (1) packet (1.6 oz) of Merit 75 WSP or Imidacloprid 75 WSB is applied to every 24 inches of cumulative trunk diameter.

Price for Soil Injection per Tree DBH Inch \$ 0.49 /Inch
Group 1 Total for (954 Trees) Cumulative 17,380 DBH Inches \$ 8,516.20

Approximate Treatment Date mid to end of April 2011
Proposed Product Qualipro 75 WSP (same as last year)

Attach all pertinent labels and MSDS sheets
Available upon request

Alternate Proposal for Group 1 Ash Trees – Basal System Soil Injection

The insecticide ~~Xytect 75 WSP~~ may be proposed instead at an application rate of one (1) packet (1.6 oz) for every 24 inches of cumulative trunk diameter for trees under 15" DBH, and one (1) packet (1.6 oz) for every 12 inches of cumulative trunk diameter for trees over 15" DBH.

*Propose using Mallet ZF instead of xytect
Same 2X label rate as approved by EPA.*

Price for Soil Injection per Tree DBH Inch for trees 2" to 15" DBH \$.69 /Inch
Total for 191 trees Cumulative 2,400 DBH Inches \$ 1656.00

Price for Soil Injection per Tree DBH Inch for trees >15" DBH \$.89 /Inch
Total for 763 trees Cumulative 14,980 DBH Inches \$ 13,332.20

Alternate Group 1 Total for all 954 Trees \$ 14,988.20

Approximate Treatment Date mid to end of April 2011
Proposed Product Mallet ZF - label DOES allow for 2X rate for EAB treatment just like xytect but less expensive

Attach all pertinent labels and MSDS sheets

It is also possible to use 2 trucks and break treatment for these trees into Qualipro for <15" @ .49 x 2400 = \$1176.00 and then Mallet ZF @ 2X rate for ≥ 15" @ .89 x 14,980 = \$13,332.20
Total \$14,508.20

*QualiPro is cheaper than Mallet ZF
But NOT labeled for 2X rate.*

saving \$480 for exact same treatment

2) Group 2 Ash Trees – Basal System Soil Injection and Trunk Injection

The soil injection mixture shall be eight (8) packets (each 1.6oz) of Merit 75 WSP or Imidacloprid 75 WSB, 1.5 gallons of 18-3-6 Classic slow release fertilizer, and 64 ounces of Essential 1-0-1 per 100 gallons of water. The Contractor shall mix the specified amount of products per 100 gallons water AND shall inject 1/2 gallon of solution per DBH inch around the base of the tree. The application rate shall be such that one (1) packet (1.6 oz) of Merit 75 WSP or Imidacloprid 75 WSB is applied to every 24 inches of cumulative trunk diameter. The trunk injection product shall be Pointer Insecticide and shall be applied at 1 ml per 4" trunk circumference measured within 12" of the ground.

Price for Soil Injection per Tree DBH Inch \$.94 /Inch
Total for (292 Trees) Cumulative 3,710 DBH Inches \$ 3487.40
Approximate Treatment Date mid to end of April 2011

Price for Trunk Injection per Tree DBH Inch \$ 2.55 /Inch
Total for (292 Trees) Cumulative 3,710 DBH Inches \$ 9460.50
Approximate Treatment Date June 2011

Group 2 Grand Total for Soil Injection + Trunk Injection for 292 Trees \$ 12,947.90

Proposed Products exactly as spec'd - and exactly⁹⁵ I used last year when awarded this portion of the work for the village.

Attach all pertinent labels and MSDS sheets

available upon request. - they have not changed.

~~**3) Group 3 Ash – Trunk Injection of TREE-ige**~~

~~The Insecticide shall be TREE-ige with 4.0% emamectin benzoate manufactured by Syngenta. Application shall be with the Arborjet Tree I.V. System, Arborjet QUIK-jet System or Arborjet Air Hydraulic System. All systems shall utilize #3 Arborplugs (9/32") manufactured by Arborjet.~~

~~Price for Trunk Injection per Tree DBH Inch \$ _____ /Inch
Group 3 Total for (154 Trees) Cumulative 1,780 DBH Inches \$ _____~~

~~Approximate Treatment Date _____~~

~~Proposed Products If you want you can add these trees @ the same units as proposed elsewhere~~

~~Attach all pertinent labels and MSDS sheets but I will NOT use Arborjet.~~

I will NOT compromise my integrity as a Board Certified Arborist and stoop to using a product and tree injection method that I do not believe in. Dr Alex Shigo, guru of all arboriculture, taught ... that "Drill Holes Makes No SENSE !!" llw,

B. Phone Numbers

Name and phone number of 24- hour contact Wayne White
(248) 939-0225

C. Personnel

Licensed equipment operators who shall be present each workday:

Name and license # WAYNE WHITE 92614469
also Board Certified Master Arborist.

Name and license # _____

Name and license # _____

D. Description of service

Attach a description of how the EAB treatment service is to be provided. Include previous experience and examples from other municipalities where practical.

I have equipment that City Forester has seen and inspected last season when I performed White Ash Portion of treatment.

I have treated more ash trees since 2002 than any other arborist in America.

I have more experience with the "Wedgle" Injection system than any other arborist in America and that can be verified with owner of Arbor Systems - Chip Dolittle
(402) 968-0861

Chad Tinkel - City Forester Fort Wayne Indiana - (260) 740-2420
\$100,000 contract for Fort Wayne 2009

Kevin Westphal - City Forester Cedarburg WISC - (414) 940-3140
3 years injecting ALL Ash trees in city (2009)(2010)(2011)
33 WW

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

Emerald Tree Care LLC
Company Name

Date: 3/14/2011

9150 Twin Lakes Drive
Street Address of Company

SAVE THE ASH @ AOL.com
Email Address

WHITE LAKE, MI 48386
City, State, Zip

WAYNE WHITE
Contact Name (Print)

248-939-0225
Business Phone

248-939-0225
24-Hour Telephone

248-698-4009
Fax

Wayne A White
Signature of Officer, Partner or Sole Proprietor

ATTEST: If a Corporation

WAYNE A. WHITE Agent
Print Name & Title for owner

N/A
Signature of Corporation Secretary

Nancy E White, wife

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

uw

MUNICIPAL REFERENCE LIST

Municipality: Downers Grove, Illinois
Address: 801 Burlington Ave, Downers Grove, IL 60515
Telephone #: 630-434-5475
Forestry Contact Name: KERSTIN G. Von der Heide
Year of the treatment contract: 2010

Municipality: FORT WAYNE, INDIANA
Address: 1900 N. Clinton St Fort Wayne, Indiana 46805
Telephone #: cell 260-740-2420 or 260-427-6480 office
Forestry Contact Name: CHAD TINKEL chad.tinkel@ci.ft-wayne.in.us
Year of the treatment contract: 2009 (\$100,000 contract)

Municipality: CEDARBURG, WISCONSIN 53012
Address: W53 N645 Washington Ave P.O. Box 49 Cedarburg, WI ~~53012~~
Telephone #: (414) 940-3140 cell or office (262) 375-7662 ~~375-7662~~
Forestry Contact Name: KEVIN WESTPAAL ext 4
Year of the treatment contract: 2009, 2010, AWARDED AGAIN 2011

Municipality: _____
Address: _____
Telephone #: _____
Forestry Contact Name: _____
Year of the treatment contract: _____

Municipality: _____
Address: _____
Telephone #: _____
Forestry Contact Name: _____
Year of the treatment contract: _____

Municipality: _____
Address: _____
Telephone #: _____
Forestry Contact Name: _____
Year of the treatment contract: _____

Municipality: _____
Address: _____
Telephone #: _____
Forestry Contact Name: _____
Year of the treatment contract: _____

llw



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: EMERALD TREE CARE LLC
 ADDRESS: 9150 TWIN LAKES DRIVE
 CITY: WHITE LAKE
 STATE: MICHIGAN
 ZIP: 48386
 PHONE: 248-939-0225 FAX: 248-698-4009
 TAX ID #(TIN): 26-2443687

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Same as above
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Limited Liability Company Individual/Sole Proprietor
- Sole Proprietor
- Limited Liability Company-Partnership
- Partnership
- Limited Liability Company-Corporation
- Medical
- Corporation
- Charitable/Nonprofit
- Government Agency

SIGNATURE: Wayne Q White DATE: 3/14/2011

W

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Downers Grove EAB, proposer Emerald Tree Care LLC hereby certifies
(Name of Project) (Name of Proposer)
the following: Treatment

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. ~~Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.~~
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

hw

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: Wayne Q White Wayne Q White
Proposer's Authorized Agent

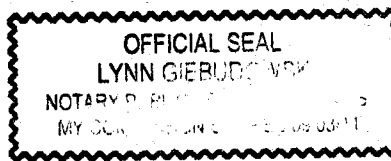
26 - 2443687

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me

this 15 day of MAR, 2011.



Lynn Giebudowski
(Notary Public)
OFFICIAL SEAL
LYNN GIEBUDOWSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/03/11

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of _____, which operates under the Legal name of _____, and the full names of its Officers are as follows:

President: _____

Secretary: _____

Treasurer: _____

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) **Sole Proprietor** LLC

The Supplier is a Sole Proprietor whose full name is: NANCY E WHITE 100% owner
and if operating under a trade name, said trade name is: Emerald Tree Care LLC
which name is registered with the office of State of Michigan, Lansing MI in the state of Michigan.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name Acuity *I have included current insurance certificate with \$3,000,000 umbrella which I believe was acceptable as is to Village last year but let me know if not and I will act accordingly if awarded work.*
Agent Valenti, Trobec, Chandler
Street Address 1175 W. Long Lake, Suite 200
City, State, Zip Code Troy, MI, 48098
Telephone Number 248-828-3377 Fax 248-828-3741

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Emerald Tree Care LLC

Print Name and Title of Authorizing Signature: Wayne White Agent for Owner

Signature: Wayne White *Nancy E White spouse.*

Date: 3/14/2011

WW

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies)

Name of Proposer: _____

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the proposer will perform with its own forces. The proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the proposer is a participant and that will be performed with the proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

WAYNE A. WHITE AGENT

Print Name and Title of Authorizing Signature: WAW

Signature: Wayne A White

Date: 3/14/2011

WAW

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature _____

Company Name _____

Title _____

Date _____

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: EMERALD TREE CARE LLC

Address: 9150 Twin Lakes Dr

City: White Lake, Michigan Zip Code: 48386

Telephone: (248) 939-0225 Fax Number: (248) 698-4009

E-mail Address: SAVE the ash @ aol.com

Authorized Company Signature: Wayne A White

Print Signature Name: WAYNE A. WHITE Title of Official: Agent

Date: 3/14/2011

WW

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Wayne A. White
Signature

WAYNE A. WHITE
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

uw

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2010

PRODUCER 248.828.3377 FAX 248.828.3741
Valenti Trobec Chandler, Inc.
1175 W. Long Lake, Suite 200
Troy, MI 48098

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Emerald Tree Care, LLC
9150 Twin Lakes Drive
White Lake, MI 48386

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACUITY GROUP	14184
INSURER B: PROGRESSIVE MICHIGAN	10187
INSURER C: MHI SIWCF	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Add. Ins. OWNERS, LESSEES, CONTRACTORS BY CONTRACT GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	L30302	11/07/2010	11/07/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	05502412-4	11/07/2010	11/07/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	L30302	11/07/2010	11/07/2011	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER Pesticide & Herbicide Coverage Included.	EMERA-H	07/01/2010	06/30/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The Village of Downers Grove, officers, officials, employees and volunteers are additional insured as respects general liability for all operations of the named insured. Coverage is written on a primary and non-contributory basis.

CERTIFICATE HOLDER

Village of Downers Grove
Attention: Theresa Tarka, Purchasing Agent
801 Burlington Ave.
Downers Grove, IL 60515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Alan Chandler/V272

Alan P. Chandler

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2011

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

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

PRODUCER Valenti Trobec Chandler, Inc. 1175 W. Long Lake, Suite 200 Troy, MI 48098		CONTACT NAME: Deborah Davis PHONE (A/C, No, Ext): 248.828.3377 FAX (A/C, No): 248.828.3741 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00010770	
INSURED Emerald Tree Care, LLC 9150 Twin Lakes Drive White Lake, MI 48386		INSURER(S) AFFORDING COVERAGE INSURER A: ACUITY GROUP NAIC # 14184 INSURER B: INSURER C: MHI SIWCF INSURER D: INSURER E: INSURER F:	

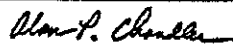
COVERAGES **CERTIFICATE NUMBER: 11/12 WC/10/11 PKG** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			L30302	11/07/2011	11/07/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blanket Add. Insd Owners, contractor						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			L30302	11/07/2011	11/07/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			L30302	11/07/2011	11/07/2012	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EMERA-H	07/01/2011	06/30/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
	<input checked="" type="checkbox"/> Herbicide & Pesticide Coverage included in GL			L30302	11/07/2011	11/07/2012	E.L. DISEASE - POLICY LIMIT \$ 500,000

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

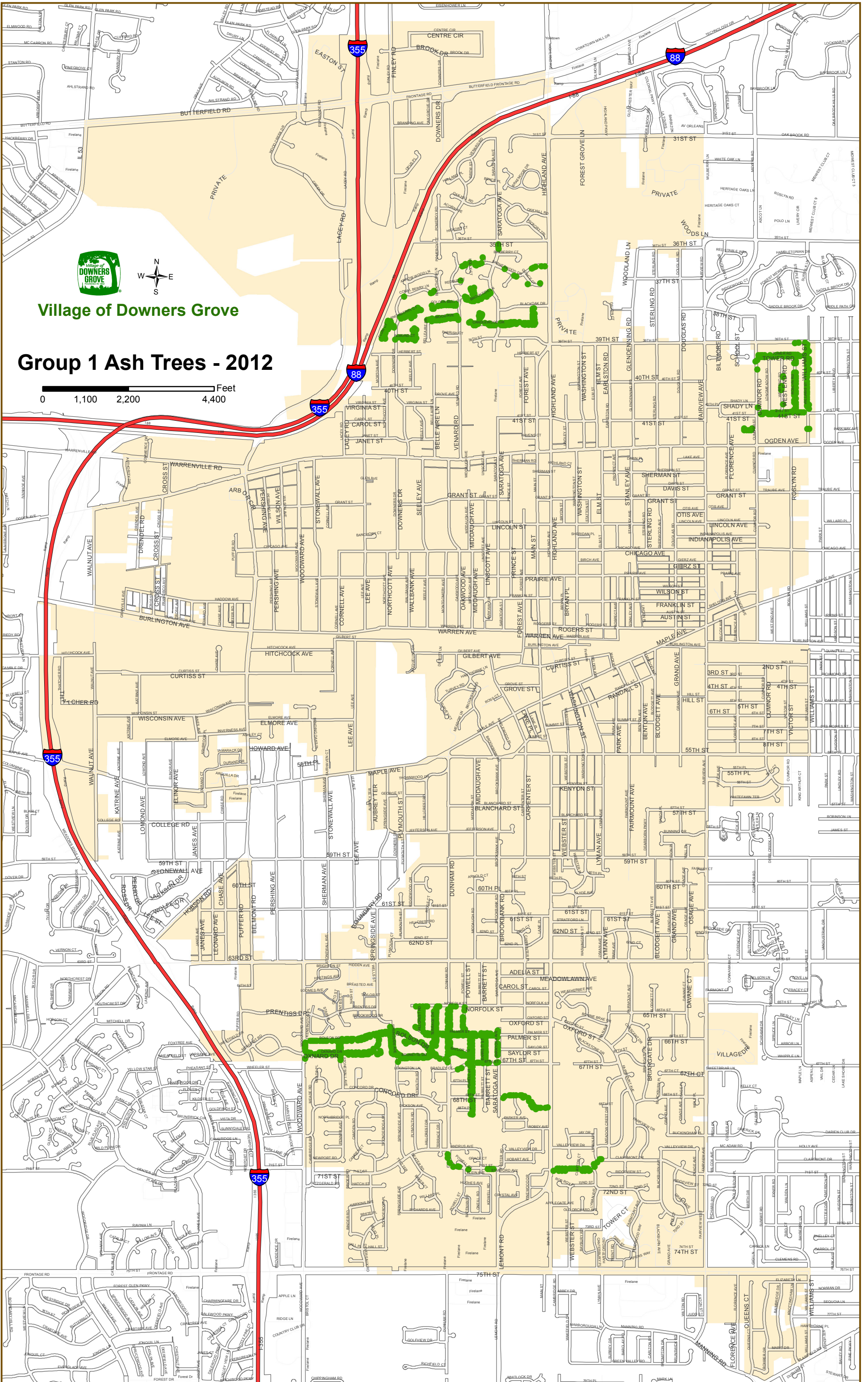
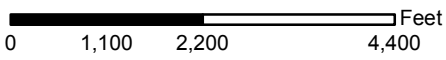
The Village of Downers Grove, officers, officials, employees and volunteers are additional insured as respects general liability for all operations of the named insured. Coverage is written on a primary and non-contributory basis.

CERTIFICATE HOLDER Village of Downers Grove Attention: Theresa Tarka, Purchasing Agent 801 Burlington Ave. Downers Grove, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Alan Chandler/V272



Village of Downers Grove

Group 1 Ash Trees - 2012





Village of Downers Grove

Group 2 Ash Trees - 2012

