



Village of Downers Grove

---

## Report for the Village Council Meeting

*Table 1 - Council Agenda item.*

<b>Subject</b>	Approve a Three-Year Contract for Volcano Mulch Mitigation
<b>Submitted By</b>	David Moody, Director of Public Works

### Synopsis

A motion is requested to authorize award of a three-year contract for volcano mulch mitigation to Emerald Tree Care LLC of Roselle, Illinois in the amount of \$67,050.00.

### Strategic Plan Alignment

The goals for 2025-2027 include Steward of Financial, Environmental and Neighborhood Sustainability.

### Fiscal Impact

The Fiscal Year 2026 Budget includes \$20,000.00 in the General Fund for this service, Fiscal Year 2027 and Fiscal Year 2028 will be budgeted accordingly.

### Recommendation

Approval on the April 7, 2026 consent agenda.

## Background

Mulch provides significant benefits to trees when applied correctly. However, when mulch is piled too high around the base of trees, often referred to as “volcano mulching”, it creates conditions that are harmful to tree health. Excess mulch can keep the bark in dark, moist conditions, which may lead to decay and increase susceptibility to insects and diseases. As mulch decomposes, it generates heat that affects young trees or interferes with their preparation for winter. The purpose of this contract is to mitigate harmful mulch practices on Village owned parkway trees.

Staff issued a Request for Proposals (RFP) seeking services from qualified vendors in accordance with the Village’s Purchasing Policy. Three proposals were received, with pricing summarized in the table below.

*Table 2 – List of proposals and pricing summary.*

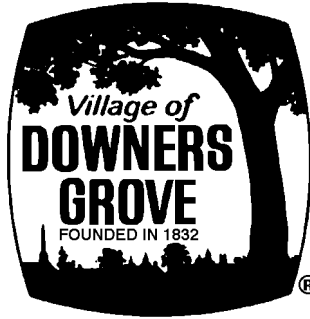
<b>Company</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>Total</b>
<b>Emerald Tree Care</b>	\$21,700.00	\$22,350.00	\$23,000.00	\$67,050.00
<b>Kramer Tree Specialist</b>	\$33,250.00	\$35,047.00	\$34,609.00	\$102,906.00
<b>Abbott Tree Care</b>	\$43,725	\$48,225.00	\$52,925.00	\$144,875.00

Emerald Tree Care received positive references from Somerset Collection Mall of Troy, Michigan and Residences at the Grove of Forest Park, Illinois. Based on the proposed pricing, staff recommends award of a three-year contract to Emerald Tree Care LLC of Roselle, Illinois for volcano mulch mitigation services.

## Attachments

Contract Document

## Village of Downers Grove

**REQUEST FOR PROPOSAL**

Name of Proposing Company: Emerald Tree Care LLC

Project Name: Volcano Mulch Mitigation- Air Tool

Proposal No: RFP-7-0-2026/GS

Proposal Due: February 2, 2026 @ 10am

Pre-Proposal Conference: **NO**

**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: January 16, 2026

Date Issued: January 16, 2026

This document consists of **36** pages.

Submit **electronically** through DemandStar or return **original** (no staples, bindings or spines) and one (1) digital copy (PDF on a flash drive) of proposal submitted in a sealed envelope marked with the Proposal Name/Number as noted above to:

GREG SOLTWISCH  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5475  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

## Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 7:30 A.M. to 4:30 P.M. at PUBLIC WORKS, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515.

**ELECTRONIC BIDDING**

The Village of Downers Grove is now accepting bids submitted electronically. All bidders must be registered with DemandStar in order to access bid documents and submit an electronic bid. If you are not registered, a free agency subscription to the Village of Downers Grove account is available by going to [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp). If you are registered with DemandStar, but subscribed to another agency, you do not need to modify your subscription. The Village maintains an Open Access account whereby all bidding information and e-bidding capabilities are accessible under any subscription plan. Incomplete submittals may be rejected as non-responsive. Infrequent or first-time users of electronic bidding are encouraged to upload their bid responses at least 24 hours prior to bid opening. The Village is not responsible for submittal errors or incomplete bid submissions. For technical issues or concerns, bidders may contact DemandStar Supplier support directly at [hello@demandstar.com](mailto:hello@demandstar.com) or at 866-273-1863. All bids must be received prior to the Due Date and Time set forth above and on the cover page of this document. Bid Opening will be conducted in person at where all bids received will be publicly opened and read aloud immediately following the Due Date and Time. Bidders, their authorized agents, and interested parties are invited to join.

**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. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** 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 the Village of Downers Grove will receive sealed Proposals up to **THE TIME AND DATE SET FORTH ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS.**

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: Greg Soltwisch**, 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 the 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 the Village's proposers 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, bonds, 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

## Village of Downers Grove

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

### **3. PRE- PROPOSAL CONFERENCE**

3.1 A preproposal 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 preproposal 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 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 preproposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the preproposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

### **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 the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal 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 the 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. Public Works 5101 Walnut Ave, Downers Grove, IL 60515.

## Village of Downers Grove

**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. The Village's federal identification will also be provided to selected vendor.

**8. RESERVED RIGHTS**

8.1 The Village 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 Proposals 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 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.

## Village of Downers Grove

**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 it 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, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 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. Sec. 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:

## Village of Downers Grove

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 disability unrelated to ability, military status, order of protection status, 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 disability unrelated to ability, military status, order of protection status, sexual orientation, 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

## Village of Downers Grove

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 subdivisions 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 employees 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 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. PATRIOT ACT COMPLIANCE**

17.1 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

## Village of Downers Grove

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 Contract 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.

## 18. INSURANCE REQUIREMENTS

18.1 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 or 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
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<b>(Applicable on a Per Project Basis)</b>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

18.2 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

## Village of Downers Grove

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".

18.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

18.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

18.5 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.

18.6 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, its 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 the 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**.

18.7 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 insurance 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 Contract pursuant to its terms.

18.8 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) days 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 of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced

## Village of Downers Grove

on the Certificate of Insurance.

18.9 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.

18.10 Any deductibles or selfinsured 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 selfinsured 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.

## **19. COPYRIGHT/PATENT INFRINGEMENT**

19.1 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.

## **20. COMPLIANCE WITH OSHA STANDARDS**

20.1 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.

## **21. CERCLA INDEMNIFICATION**

21.1 In the event this is a contract that has environment aspects, the 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 Proposer, both before and after its disposal.

## **22. CAMPAIGN DISCLOSURE**

22.1 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 submission, an executed Campaign Disclosure Certificate, attached hereto.

## Village of Downers Grove

22.2 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.

22.3 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.

22.4 By signing the bid or proposal 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.

### **23. SUBLETTING OF CONTRACT**

23.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

### **24. TERM OF CONTRACT**

24.1 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.

### **25. TERMINATION OF CONTRACT**

25.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.

25.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor 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 Contractor 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 Contractor 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 Contractor. Any such excess costs

## Village of Downers Grove

incurred by the Village may be setoff against any monies due and owing by the Village to the Contractor.

**26. BILLING & PAYMENT PROCEDURES**

26.1 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.

26.2 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 Contractor 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.

26.3 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.

26.4 Please send all invoices to the attention of Greg Soltwisch, Village of Downers Grove, 5101 Walnut Ave, Downers Grove, IL 60515.

**27. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

27.1 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.

**28. STANDARD OF CARE**

28.1. Services performed by Proposer under this Contract 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 Contract, or in any report, opinions, and documents or otherwise.

28.2 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.

## Village of Downers Grove

28.3 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.

**29. GOVERNING LAW**

29.1 This Contract 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.

**30. SUCCESSORS AND ASSIGNS**

30.1 The terms of this Contract 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 Contract 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 subcontractors.

**31. WAIVER OF CONTRACT BREACH**

31.1 The waiver by one party of any breach of this Contract 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 Contract and will not be construed to be a waiver of any provision except for the particular instance.

**32. AMENDMENT**

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

**33. NOT TO EXCEED CONTRACT**

33.1 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.

**34. SEVERABILITY OF INVALID PROVISIONS**

34.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, 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.

**35. NOTICE**

35.1 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

## Village of Downers Grove

at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
850 Curtiss St  
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

**36. COOPERATION WITH FOIA COMPLIANCE**

36.1 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.*

**37. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION**

37.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at [www.downers.us/vss](http://www.downers.us/vss). The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

### **III. DETAIL SPECIFICATIONS**

#### **A. Competitive Sealed Bidding**

The Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village"), will receive sealed bids from Contractors for root collar excavation identified in the solicitation. Bids must be received by the date and time specified.

#### **B. Qualifications of Contractors**

The Contractor shall be required before the award of any contract to show to the complete satisfaction of the Public Works Director 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 Public Works Director in regard to the Contractor's qualifications. The Public Works Director, or designee, shall make reasonable investigations deemed necessary and proper to determine the ability of the Contractor to perform the work. The Public Works Director reserves the right to reject any bid if the evidence submitted by, or investigation of, the Contractor fails to satisfy the Public Works Director that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. The Contractor may be required to submit a list of personnel and their license number.

In addition to those requirements set forth above, 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 similar contracts or services with the Village and other municipalities. Bidders must submit a list of not less than four (4) references who can verify the Contractor's successful completion of Volcano Mulch mitigation and stump removal contracts in the last five (5) years.
5. The status of Tree Care Industry Association (TCIA) Accreditation. TCIA

## Village of Downers Grove

Accreditation shall be used as a tiebreaker for instances when submitted bid prices and all other factors are equal.

**C. Bidder Investigations**

Before submitting a bid, 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 upon which the Contractor will rely. If the Contractor receives an award as a result of their bid submission, failure to have made such investigations and examinations will in no way relieve the Contractor from their obligations to comply in every detail with all provisions and requirements of the contract documents. Nor will the Village accept a plea of ignorance of such conditions and requirements as a basis for any claim whatsoever by the Contractor for additional compensation.

**D. Quantities**

Whenever a bid is sought for services, the quantities shall be construed as estimates for the purpose of obtaining unit prices to uniformly evaluate bids unless otherwise stated. The Village reserves the right to increase or decrease the stated quantities.

**E. Award of Contract**

The Public Works Director shall review the submitted bids and shall rank the submitted bids by contract activity forecast (sum total of unit price multiplied by the quantity of trees). If the submitted unit price and the calculated extension price on the bid form are at variance, the unit price shall prevail. Additional information including work history, references, and TCIA accreditation shall be reviewed as listed in the Section B - Qualifications of Contractors.

The award shall be made to the lowest responsive and responsible bidder (one Contractor) for Volcano mulch mitigation. The Village shall select the bid which is the most advantageous to the Village.

**F. Term of Contract**

The contract term shall be for **three (3)** calendar years beginning with the awarding of this contract and ending December 31, 2029. The contract may be extended beyond the three (3) calendar year term upon agreement of the parties.

**G. Insurance for Illinois State and DuPage County Right-of-Ways**

In that the Village has planted and maintained trees on both Illinois State and DuPage County right-of-ways, the Village Forester must obtain permits annually for any tree related work on those right-of-ways. These permits require certificates of insurance in addition to those required by the Village. The Village Forester shall

## Village of Downers Grove

coordinate the permit process. At a minimum, Illinois State and DuPage County are to be listed as additional insured. Requirements for DuPage County are listed in the Highway Permit Application Packet at <https://www.dupageco.org/HighwayPermits/>

**H. Scope of Work**

The Village is seeking proposals from qualified contractors to perform root collar excavations around younger trees. Excess soil and mulch shall be removed and the root collar exposed. Any girdling roots should be managed appropriately. If a tree is planted too deep, care should be taken to avoid making a hole which could become a trip hazard. Instead, the change in grade should be as gradual as possible. A light layer of mulch should be installed to cover any exposed roots without burying the root collar. All work will be required to be in accordance with ANSI A300 Part 8: Tree, Shrub, and Other Wood Plant Maintenance - Standard Practices (Root Management).

**I. Responsibility of Contractor**

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, including debris hauling, and shall obtain and pay for any required permits.

**J. Time Frame & Location of Work**

Work shall begin within fourteen (14) days from the Notice to Proceed from the Village Forester. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Village Forester grants an extension. All work must be completed by November 30th unless the Village Forester grants an extension or identifies an earlier termination date. Work will be performed in the year prior's (2025 is this case) cycle prune areas or as directed by Village Forester. Map to be included following award of contract.

**K. Root Collar Excavation Process**

- a. Prior to beginning work, the contractor shall set up a modular guarding system, plywood, or other debris containment barricade to contain flying debris and maintain public safety.
- b. Rake any coarse wood debris or fresh mulch away from the root collar. Use a compressed air tool (air spade or air knife) to remove excess soil to expose root collar (first true roots or buttress roots).
- c. If the root collar is more than six inches below the parkway's natural grade, stop work and report the location to the Village Forester.
- d. Use the air tool to excavate out a minimum of 1 foot and maximum of 3 feet radius from the center of the tree to create a ring that matches the existing grade at the site.
- e. If the root collar is below the parkway's natural grade, please taper the change in grade to make it more gradual and avoid creating a trip hazard.
- f. Remove any steel cage, burlap, or twine that is exposed.

## Village of Downers Grove

- g. Remove any adventitious roots that have formed above the root collar.
- h. Sever stem girdling roots with care and dependent upon tree health, size, and location of the stem girdling root. Use a sharp chisel or bypass pruners to cut any roots. If a girdling root is 2 inches in diameter or larger, it shall be partially severed. Cut a v-shaped notch in the upper half of the girdling root.
- i. Report any trees with girdling roots larger than two inches in diameter to the Village Forester to determine best course of action. Apply a light layer of mulch when the work is complete (mulch is provided by the Village). This shall cover any exposed roots; however, the root collar shall still be visible.
- j. **The work site shall be immediately cleaned up at the conclusion of work and any mud shall be cleaned from the sidewalk, street, or any other object near the work site. Failure to clean up the work site at the conclusion of the work shall result in the imposition of liquidated damages at the rate of \$250 a day. Said liquidated damages shall be deducted from any payments due to the Contractor.**
- k. **The bidder is responsible for disposing of any excess soil, debris, and/or mulch. This shall be removed from the site. Payment for the removal and disposal of any debris is to be included in your price.**
- l. All work shall be completed according to the manufacturer's safety recommendations and the current version of the ANSI Z133 Safety Requirements.

**L. Tree Measurements**

Trees will be measured by diameter at breast height (DBH) or 4.5ft from the base of the tree. There will be two size classes for the pricing process to be bid on (2-6 inch; 7-9 inch), with an additional price for trees outside of this size class, which will be a unit price per inch based on DBH.

**M. Protection of Property**

- a. The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property.
- b. Holes made in lawns, regardless of size, shall be filled with black dirt and seeded with a turf grass lawn seed mix.
- c. Any damage shall be rectified within ten (10) days.
- d. **Equipment shall not enter upon private property unless the property owner(s) consent or the Village Forester has obtained signed right-of-entry release forms for the required removal.**
- e. Vegetation surrounding a tree marked for removal shall be disturbed as little as possible.

**N. Contractor Personnel and Equipment**

- a. The Contractor shall supply all material, equipment and personnel necessary to complete the work specified.
- b. The Contractor shall rent equipment as needed to cover any equipment breakdowns that would cause this contract to not be completed in the

## Village of Downers Grove

- allotted time period.
- c. All vehicles and equipment shall have the Contractor's name in a visible location. All vehicles and equipment shall abide by the standards listed in the Traffic Control section.
  - d. All vehicles and equipment shall have the appropriate items to avoid damage to public and private property (example – boards or pads for outriggers to avoid depressions, etc...)
  - e. The Contractor shall employ only competent and efficient employees.
  - f. All employees and supervisors shall wear uniforms or apparel clearly displaying the company name for ease of identification.
  - g. All individuals shall be familiar with the removal specifications. The Village Forester or other Village representative shall have, throughout the life of the contract, the right of reasonable rejection and approval of staff assigned to the work by the Contractor.
  - h. If the Village Forester or other Village representative rejects staff, the Contractor 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.
  - i. The Contractor shall at all times endeavor to maintain good relations with the public and respectfully answer questions. If work and equipment must block a driveway, the Contractor shall make contact with the property resident to inform them of the work, shall keep the time of blockage to a minimum and shall move equipment promptly if requested.
  - j. The Department of Public Works has a "No Idling" policy. A copy of the policy is available from the Department of Public Works if needed. The bidder is expected to adhere to this policy.

**O. Storage of Equipment and Materials**

If the Contractor desires to store its equipment and materials used to perform work on behalf of the Village within Downers Grove, and has no place of its own, or under lease agreement, may seek approval from the Village to provide said space on a Village property (ex. 5101 Walnut Avenue), with the provision that the Contractor must hold the Village harmless for any loss or damages that may be associated with the privilege of storing said equipment and materials on Village property.

Under these circumstances, the Village will not be responsible for assuring security of the designated site, and the Contractor will be responsible for abiding by rules set forth by the Village. This privilege may be immediately rescinded by the Village if, in the sole determination of the Village, the Village finds that the Contractor has failed to abide by the Village's regulations.

**P. 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 of Downers Grove

Village Forester or other Village representative.

**Q. Certified Arborist**

At least one individual shall be on the job site at all times who has passed the International Society of Arboriculture (ISA) arborist certification exam and received a Certified Arborist certificate prior to the bid opening date listed on the cover sheet. **Their name(s) and certification number(s) must be included in the bid document to be considered for this project, and listed on the ISA website at <http://www.isa-arbor.com>.**

Any change in the status of the Certified Arborist individual(s) during the life of this contract must be reported to the Village Forester at the time of occurrence. **Failure to have a Certified Arborist on site at all times shall result in termination of the contract.**

**R. 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 Public Works Director or other Village representative. Any work within a two-block radius of a school shall be performed between the hours of 9:00 a.m. and 2:00 p.m. It is preferred that work is scheduled on days when school is not in session. Any work along a street with significant traffic during rush-hours shall be performed between the hours of 9:00 a.m. and 4:00 p.m. Saturday work between the hours of 7:00 a.m. and 5:00 p.m. will be allowed with approval of the Village Forester.

**S. Safety Standards**

All equipment to be used and all work to be performed shall be in full compliance with the most current revision of the ANSI Z133.1-2017 Safety Requirements for Arboricultural Operations, or as amended. Contractor personnel exposed to public vehicular traffic shall wear warning vests or other suitable garments marked with or made of reflectorized material. At a minimum, this includes ANSI Class 2 garments.

**T. Traffic Control**

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.

The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) current edition, the State of Illinois Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards, and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities. All personnel, signs, barricades, and any other items or devices necessary shall be provided by the Contractor. The Village shall make no separate payment for this work. Traffic control shall include but not be limited to the following:

## Village of Downers Grove

- a. All work vehicles shall be positioned on the same side of the street as the work site.
- b. Whenever possible the work site on a two lane street or highway shall be confined to one traffic lane leaving the opposite lane open to traffic.
- c. Work area protection shall take into account the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.
- d. Work vehicles shall have the flasher light lit but not as a substitute for any traffic control devices for work area protection that may be necessary.
- e. Under certain field conditions such as hills and curves, the spacing of the traffic control devices shall be adjusted as necessary.
- f. Warning signs such as "Men Working" shall be diamond shaped having a black symbol or message on an orange reflective background. Such signs shall have a minimum size of 36 inches by 36 inches with a maximum size of 48 inches by 48 inches. Such signs shall be posted at a minimum height of 12 inches above the pavement.
- g. Cones used as daytime channeling devices shall be at least 18 inches tall, conical or tubular in shape with a broadened base, and orange in color. Cones shall be spaced equal in feet to the posted speed limit or closer along the taper length.
- h. Channeling devices such as cones shall be positioned to provide adequate taper length before the work area to guide traffic through the work area. Tapers approaching the work zone shall be:
  - o 150' minimum for posted speed limits 35 mph or higher
  - o 50' minimum for posted speed limits 30 mph or less
- i. Should individuals progress ahead of vehicles, such as tree climbers, cones shall be placed in the roadway to alert motorists of activity in those trees.
- j. For lane closures on busy streets, appropriate signal boards and warning signs such as "Right Lane Closed" and channeling devices at the appropriate intervals shall be used depending on the speed limit.
- k. Should complete street closure be required in order to complete contract work, the Contractor shall notify the Forestry Division **24 hours in advance** to coordinate and to plan appropriate actions. At the time the road is closed, the Contractor shall notify the Police Department, and the appropriate barricades (at least 3 Type II barricades at each intersection), and "Road Closed" and "Detour" arrow signs used to direct traffic around the work area.
- l. Flaggers shall be appropriately dressed (orange vest, etc.) to alert motorists, shall stand in a conspicuous position facing approaching traffic, and shall use the proper traffic control sign and IDOT flagging procedures when directing traffic.

**U. Inspection of Work**

Upon request the contractor must provide the location of crews working within the Village. The Village Forester or his representative will periodically inspect the work and will always be available should any problems arise.

## Village of Downers Grove

**V. Reporting**

The Bidder is responsible for keeping the Village updated on its work on a weekly basis. Trees skipped during the root collar excavation will be deducted from the billed amount.

**V. Unsatisfactory or Unsafe 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.

**W. Costs and Basis of Payment**

The Contractor affirms and states that the prices submitted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the Contract Documents considered severally and collectively.

The contract unit prices shall remain firm for the contract term, or until all removal work is complete. No adjustments in contract unit prices or additional compensation will be made for increases or decreases in the quantities.

The Awarded Contractor shall send all invoices to the Village Forester. The Village shall 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.

**X. Tree Care Industry Association Accreditation**

TCIA Accreditation shall be used as a tiebreaker for instances when submitted bid prices and all other factors are equal. If applicable, a copy of the accreditation certificate is to be submitted with the bid.

**Y. Failure to Enforce**

Failure by the Village at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Village to enforce any provision at any time in accordance with its terms

**Z. Questions during the Bid Process**

All questions shall be directed to:

## Village of Downers Grove

Greg Soltwisch, Village Forester  
Phone (630) 434-5475  
FAX (630) 434-5495

**AA. Bid Form Submission**

Each bidder shall submit one (1) complete original bid document either **electronically** through DemandStar or physically in a sealed envelope with one (1) digital copy (PDF on a flash drive) no later than the time and date specified on the cover sheet. Bids received after the specified time shall be rejected and returned to the bidder unopened.

**Each bid shall contain:**

- a. Unit prices and extensions
- b. A statement of the approximate number of personnel to be at the work site on a given workday, a list of equipment to be used on the project, and a list of the certified arborists.
- c. A letter indicating capability of obtaining a performance bond or letter of credit attached.
- d. Bidders must submit a list of not less than four (4) references who can verify the Contractor's successful completion of similar contracts or work performed in the last five (5) years. Ideally, these employees are ISA Certified Arborists or Municipal Specialists. Include names, addresses, daytime phone numbers, year of contract and number of trees maintained.
- e. Attach a copy of TCIA Accreditation if applicable
- f. Applicable insurance information supplied and forms completed including W-9 form
- g. Completed Suspension or Debarment Certificate, and Campaign Disclosure Certificate.
- h. Cover page and Signature block completed including an after-hours phone number other than an answering machine

## Village of Downers Grove

**BB. Unit Prices and Extensions**

**NOTE: PRICES ARE INCLUSIVE OF LABOR, MATERIALS, FUEL, EQUIPMENT AND DISPOSAL FEES.**

**January 1, 2026 to December 31, 2026**

<b>Contractor:</b>			
<b>DBH</b>	<b>Estimated Number of Trees</b>	<b>Price per tree</b>	<b>Total cost per size class</b>
<b>2-6 inches</b>	<b>150</b>	<b>\$ 103</b>	<b>\$ 15,450</b>
<b>7-9 inches</b>	<b>50</b>	<b>\$ 125</b>	<b>\$ 6,250</b>
<b>10+ (Price per inch)</b>	<b>15</b>	<b>\$ 17.50/inch</b>	<b>\$</b>
<b>Total</b>	<b>215</b>	<b>\$</b>	<b>\$ 21,700</b>

**January 1, 2027 to December 31, 2027**

<b>Contractor:</b>			
<b>DBH</b>	<b>Estimated Number of Trees</b>	<b>Price per tree</b>	<b>Total cost per size class</b>
<b>2-6 inches</b>	<b>150</b>	<b>\$ 106</b>	<b>\$ 15,900</b>
<b>7-9 inches</b>	<b>50</b>	<b>\$ 129</b>	<b>\$ 6,450</b>
<b>10+ (Price per inch)</b>	<b>15</b>	<b>\$ 18.00/inch</b>	<b>\$</b>
<b>Total</b>	<b>215</b>	<b>\$</b>	<b>\$ 22,350</b>



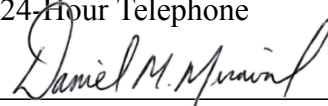
## **IV. PROPOSER'S RESPONSE TO RFP**

**(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)**

### **V. 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 Proposal Is To Be Considered For Award**

<b>PROPOSER:</b>	
Emerald Tree Care LLC Company Name	Date: <u>January 30, 2026</u>
60 Monaco Dr Street Address of Company	<u>emeraldtreecarellc@gmail.com</u> Email Address
Roselle, IL 60172 City, State, Zip	<u>Daniel M. Miraval</u> Contact Name (Print)
630-480-4090 Business Phone	<u>540-840-6014 (Cell)</u> 24-Hour Telephone
None Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	<u>Daniel M. Miraval; Owner</u> Print Name & Title
_____ Signature of Corporation Secretary	

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
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.



Village of Downers Grove

**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:** 60 Monaco Dr

**CITY:** Roselle

**STATE:** Illinois

**ZIP:** 60172

**PHONE:** 630-480-4090 **FAX:** None

**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:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

- Individual
- Sole Proprietor
- Partnership
- Corporation
- Government Agency
- Limited Liability Company – Member-Managed
- Limited Liability Company- Manager-Managed
- Medical
- Charitable/Nonprofit

**SIGNATURE:** *Daniel M. M... [Signature]*


**DATE:** January 30, 2026

Village of Downers Grove

**PROPOSER'S CERTIFICATION (page 1 of 3)**

With regard to Volcano Mulch Mitigation - Air Tool, Proposer Emerald Tree Care LLC hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

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 5/2-105(A)(4);
3. 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.
4. 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 Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY:   
Proposer's Authorized Agent Signature

2	6	-	2	4	4	3	6	8	7
---	---	---	---	---	---	---	---	---	---

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Village of Downers Grove

**PROPOSER’S CERTIFICATION (page 2 of 3)**

(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 Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate ByLaws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Limited Liability Company (LLC)**

The Bidder is a LLC organized and existing under the laws of the State of Michigan, which operates under the legal name of Emerald Tree Care LLC, and the full names of its managers or members are as follows:

Manager or Member: Brianna Sue White

Manager or Member: Daniel Manuel Miraval

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

**(c) Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Village of Downers Grove

**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  
 \_\_\_\_\_.

**(d) Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: \_\_\_\_\_  
 and if operating under a trade name, said trade name is: \_\_\_\_\_  
 which name is registered with the office of \_\_\_\_\_ in the state of  
 \_\_\_\_\_.

5. Are you willing to comply with the Village's preceding insurance requirements within 10 days of the award of the contract? **YES** NO (circle one)

Insurer's Name ArboRisk Insurance

Agent Eric Petersen or Ryan Watry

Street Address 14795 W. National Ave.

City, State, Zip Code New Berlin, WI 53151

Telephone Number 262-432-7173

**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: Daniel M. Miraval; Owner

Signature: 

Date: January 30, 2026

## Village of Downers Grove

<b>Suspension or Debarment Certificate</b>
--

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

Company Name: Emerald Tree Care LLC

Address: 60 Monaco Dr

City: Roselle, IL Zip Code: 60172

Telephone: ( 630 ) 480-4090 Fax Number: ( ) None

E-mail Address: emeraldtreecarellc@gmail.com

Authorized Company Signature: 

Print Signature Name: Daniel M. Miraval Title of Official: Owner

Date: January 30, 2026

Village of Downers Grove

**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 submission, an executed Campaign Disclosure Certificate.

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 or proposal 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.

*Daniel M. Miraval*  
Signature

Daniel M. Miraval  
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

**VILLAGE OF DOWNERS GROVE  
DEPARTMENT OF PUBLIC WORKS**

**ADDENDUM NO. 1**

**FOR**

**RFP-7-0-2026/GS: Volcano Mulch Mitigation- Air Tool  
January 30, 2026**

CLARIFICATION:

1. There is no requirement for a performance bond/letter of credit. Section AA(c) on page 24 is hereby stricken from the Request for Proposals.
2. The Village hereby waives the notary requirement on page 30 of the Request for Proposals.

The Acknowledgement of Receipt of Addendum for this addendum **MUST** be included in the bid package. Bid packages not including signed Acknowledgement Sheets may be **REJECTED**.

**End of Addendum No. 1  
January 30, 2026**

**VILLAGE OF DOWNERS GROVE  
DEPARTMENT OF PUBLIC WORKS**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

**PROPOSAL/BID:** Volcano Mulch Mitigation- Air Tool

**PROPOSAL/BID NUMBER:** RFP-7-0-2026/GS


**PROPOSAL/BID OPENING:** February 2, 2026 10:00 am (CST)

**ADDENDUM NO.:** 1

**PROPOSER/BIDDER:** Emerald Tree Care LLC

**ADDRESS:** 60 Monaco Dr, Roselle, IL 60172

**RECEIVED BY:** Daniel M. Miraval  
**(NAME)**

  
**(SIGNATURE)**

**DATE:** January 30, 2026



January 30, 2026

**Volcano Mulch Mitigation – Air Tool  
RFP-7-0-2026/GS**

**List of Equipment to be Used on the Project**

Air Tool:

Kaiser Air Compressor

AirSpade 2000

Appropriate AirSpade Nozzle for the Tree/Site: 25cfm, 60cfm, 150cfm, 225cfm

Vehicle (on Rotation):

Ford F350 Pick-Up Truck

Ford F550 Truck

Mercedes-Benz Sprinter 4500

Additional Equipment:

Sure-Trac Trailer



January 30, 2026

**Volcano Mulch Mitigation – Air Tool  
RFP-7-0-2026/GS**

**List of References**

Somerset Collection | 2800 W Big Beaver Rd, Troy, MI 48084

Contact: Ryan Miller, Facilities Director ... Cell: 248-310-3897

2025 Project: Root Collar Excavations performed on (30) 15”-20” Locusts along the Big Beaver Rd entranceways to the South Collection. Emerald Tree Care LLC has maintained this site since 2005, and there are roughly (650) total trees on site.

Residences at the Grove | Target: 501 Grove Ln, Forest Park, IL 60130

Contact: Tim Davis, Property Manager ... Cell: 708-204-1710

2025 Project: Root Collar Excavations performed on (13) Lindens and (9) Maples within the community. This was the third phase of a multi-phase project. Emerald Tree Care has maintained this site since 2020, and there are roughly (200) total trees on site.

Peach Creek | Target: 3007 Handley Dr, Lisle, IL 60532

Contact: Jeff Eversden, HOA President ... Cell: 312-835-2799

2022 Project: Root Collar Excavations performed on (23) trees: Catalpa, Elm, Ginkgo, Hackberry, Kentucky Coffee Tree, and Oak. These were parkway trees that were identified as preservation candidates by the HOA, and they were ‘adopted.’ Emerald Tree Care LLC has maintained this site since 2017, and there are roughly (600) total trees on site.

Mark Beckmann | 516 Papermill Hill Dr, Batavia, IL 60510

Contact: Mark Beckmann, Homeowner ... Cell: 773-255-4211

2021 Project: Root Collar Excavations performed on (8) Colorado Blue Spruce. Homeowner identified stressed trees, and this preservation package was enacted. Emerald Tree Care LLC has maintained this site since 2010, and there are roughly (10) total trees on site.