

VILLAGE OF DOWNERS GROVE
Report for the Village
7/11/2017

SUBJECT:	SUBMITTED BY:
Native Landscape and Natural Areas Maintenance and Monitoring Services	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for Native Landscaping and Natural Areas Maintenance and Monitoring to Hampton, Lenzini and Renwick, Inc. (HLR), of Elgin, Illinois in an amount of \$35,000.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY17 budget includes \$35,000 in the Stormwater Fund (Page 4-29, Line 18), for this contract.

RECOMMENDATION

Approval on the July 11, 2017 consent agenda.

BACKGROUND

The Village owns and manages an increasing number of properties with a naturalized landscape. These landscapes have many environmental benefits including improved water and air quality, increased habitat and biodiversity, and reduced pesticide and herbicide use. The scope of work includes the development of a long-term plan for all natural areas within the Village to help prioritize needs and funding to best manage the community's native sites in the future. The consultant will continue to provide maintenance services for identified naturalized areas including: the 2nd and Cumnor stormwater facility, Village owned parcels at Grand Avenue, Hill Street, and 55th Street, 3944 Sterling, Fire Station #3 bioswale, Grove Street rain gardens, Valley View, and the Forest Avenue rain gardens. HLR's team has worked on many of these sites since 2014 and understands the needs for each site. The work will include a high frequency of inspections, preventing invasive species from getting established and a high level of awareness and professionalism onsite.

The Village pre-qualified three consulting firms for Native Landscape and Natural Area Maintenance and Monitoring services through a Request for Qualifications process. Proposals for this work were solicited from the pre-qualified consultants, with only HLR responding. HLR has performed landscape maintenance and monitoring for the Village in 2014, 2015 and 2016 with good results.

ATTACHMENTS

Contract

Contractor Evaluation



Proposal

2017-2022 Native Landscape Maintenance and Monitoring

June 26, 2017, 10:00 A.M.



Prepared for:
Village of Downers Grove
Public Works Department
Attn: John Welch, PE, CFM
5101 Walnut Avenue
Downers Grove, Illinois 60515

Submitted by:
Hampton, Lenzini and Renwick, Inc. (HLR)
380 Shepard Drive
Elgin, Illinois 60123
Ph. (847) 697-6700
Fax (847) 697-6753

Questions can be directed to:
Erica Spolar
Environmental Manager
Ph. (847) 697-6700
espolar@hlreng.com



Expertise. Responsiveness. Integrity.





Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltrengineering.com

June 23, 2017

Mr. John Welch, PE, CFM
Assistant Director of Public Works - Engineering
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

RE: Request for Proposal – 2017 Native Landscape and Natural Areas Maintenance and Monitoring

Dear Mr. Welch:

Development of a long-term plan for all natural areas within the Village of Downers Grove will help prioritize needs and funding to best manage the community's native sites in the future. That, coupled with the Village's commitment to continue maintaining these sites, improves water quality, floristic quality and diversity, flood storage, sediment trapping, soil stabilization, nutrient removal and retention, and wildlife habitat, which benefits the community and its residents.

The projects discussed in the following pages include the 2nd and Cumnor Stormwater Facility, Village owned parcels at Grand Avenue, Hill Street, and 55th Street, 3944 Sterling, Fire Station Bioswale, Grove Street Rain Gardens, Valley View, and the Forest Avenue Rain Gardens. Our team has worked on many of these sites since 2014 and understands the residents and concerns for each site. This will allow us to be more proactive in addressing and alleviating concerns early on.

Additionally, many of these sites are highly visible and surrounded by development, which requires an additional aesthetic standard of care not required with other native management sites. This standard of care will include high frequency of inspections, preventing invasive species from getting established, a high level of awareness and professionalism onsite, and close attention to detail.

Thank you for the opportunity to submit our qualifications. We have read and understand the scope of services and agree to the terms and conditions included in the Request for Proposal (RFP). Our submittal focuses on demonstrating our knowledge, expertise, and experience gained from working on these sites.

We look forward to the opportunity to partner with Village staff and stakeholders to continue improving these sites and making the project a success. If you have any questions or comments regarding our proposal, please contact me at 847-697-6700 or espolar@hlreng.com.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

By:

A handwritten signature in blue ink that reads 'Erica Spolar'.

Erica Spolar

Vice President/Environmental Engineering Manager

2017 NATIVE LANDSCAPE AND NATURAL AREAS MAINTENANCE AND MONITORING



Table of Contents

Section I: RFP Document 1

Section II: Schedule of Prices 22

Section III: Project-Specific Approach 25

Section IV: Project Locations 28

 2nd and Cumnor Storm Water Facility 28

 Village Owned Parcels at Grand, Hill and 55th 29

 Sterling Road North of 40th Street..... 30

 Fire Station Bioswale 31

 59th Street Bio-Retention Facility 32

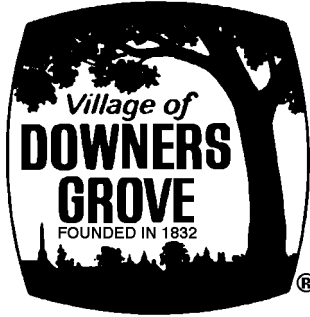
 Grove Street Rain Garden 33

 Valley View Pond 34

 Forest Avenue Rain Gardens..... 35

Section IV: Proposal/Contract Forms 36

Village of Downers Grove



® REQUEST FOR PROPOSAL

Name of Proposing Company: Hampton, Lenzini and Renwick, Inc.

Project Name: **2017 Native Landscape and Natural Areas Maintenance & Monitoring**
 Proposal No.: Various
 Proposal Due: Monday, June 26, 2017 10:00 a.m.

Pre-Proposal Conference: N/A

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

Date Issued: June 15, 2017

This document consists of 53 pages.

Return **original, one duplicate copy, and a PDF file on CD or flash drive** of proposal in a **sealed envelope** marked with the Project Name as noted above to:

JOHN WELCH, PE, CFM
 ASSISTANT DIRECTOR OF PUBLIC WORKS - ENGINEERING
 VILLAGE OF DOWNERS GROVE
 5101 WALNUT AVENUE
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5494
 FAX: 630/434-5495
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 Public Works Facility, 5101 Walnut 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. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

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

Village of Downers Grove

I. REQUEST FOR PROPOSALS**1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to Monday, June 26, 2017 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: JOHN WELCH, 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 in accordance with the requirements of the Contract Documents considered severally and

Village of Downers Grove

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 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 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. DELIVERY

- 5.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 5101 Walnut Avenue, Downers Grove, IL 60515.

6. TAX EXEMPTION

- 6.1 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.

7. RESERVED RIGHTS

- 7.1 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.

Village of Downers Grove

II. TERMS AND CONDITIONS**1. VILLAGE ORDINANCES**

- 1.1 The successful Proposer shall strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

2. USE OF VILLAGE'S NAME

- 2.1 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.

3. HOURS OF WORK

- 3.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. This provision does not apply to design/permitting work performed prior to construction at the contractor's place of business unless such work shall be performed out of doors and within the Village limits.

4. PERMITS AND LICENSES

- 4.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCIDENTAL, and no additional compensation will be allowed the Contractor.

5. INSPECTION

- 5.1 The Village shall have the right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

6. DELIVERIES

- 6.1 All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

7. SPECIAL HANDLING

- 7.1 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.

8. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 8.1 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,

Village of Downers Grove

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.

9. NONDISCRIMINATION

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

- 9.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 9.1.2 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.
- 9.1.3 It is unlawful to discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, military status, order of protection status, sexual orientation or identity, 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. 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.

10. SEXUAL HARASSMENT POLICY

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

- 10.1.1 Notes the illegality of sexual harassment;
- 10.1.2 Sets forth the State law definition of sexual harassment;
- 10.1.3 Describes sexual harassment utilizing examples;
- 10.1.4 Describes the Proposer's internal complaint process including penalties;
- 10.1.5 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
- 10.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

Village of Downers Grove

11. EQUAL EMPLOYMENT OPPORTUNITY

11.1 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:

- 11.1.1 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.
- 11.1.2 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.
- 11.1.3 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.
- 11.1.4 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.
- 11.1.5 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.

Village of Downers Grove

- 11.1.6 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.
- 11.1.7 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.

12. DRUG FREE WORK PLACE

- 12.1 Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 12.1.1 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.
- 12.1.2 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.
- 12.1.3 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.
- 12.1.4 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.
- 12.1.5 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

Village of Downers Grove

required by section 5 of the Drug Free Workplace Act.

12.1.6 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.

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

13. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

13.1 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.

14. PREVAILING WAGE ACT

14.1 If applicable, Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor 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 (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

14.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records 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 five (5) years from the date of the last payment on the public work.

14.3 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.

14.4 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 shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the

Village of Downers Grove

immediately preceding month in which construction on a public works project has occurred. 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 A 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.

- 14.5 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.
- 14.6 Any bond furnished as security for performance shall include a provision that will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

15. PATRIOT ACT COMPLIANCE

- 15.1 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 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.

16. INSURANCE REQUIREMENTS

- 16.1 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.

Village of Downers Grove

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
		<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 16.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 16.2 Comprehensive 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”.
- 16.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 16.4 Worker’s Compensation coverage shall include a waiver of subrogation against the Village.
- 16.5 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.
- 16.6 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

Village of Downers Grove

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***.

- 16.7 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.
- 16.8 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 the 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 on the Certificate of Insurance.
- 16.9 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.
- 16.10 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.

17. COPYRIGHT/PATENT INFRINGEMENT

- 17.1 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,

Village of Downers Grove

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.

18. COMPLIANCE WITH OSHA STANDARDS

18.1 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.

19. CERCLA INDEMNIFICATION

19.1 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.

20. BUY AMERICA

20.1 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).

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

21. CAMPAIGN DISCLOSURE

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

21.2 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.

21.3 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.

21.4 By signing the Proposal documents, contractor/proposer/bidder/vendor agrees to refrain

Village of Downers Grove

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.

22. SUBLETTING OF CONTRACT

22.1 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 Proposer from their obligation or change the terms of the Contract.

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

23. TERM OF CONTRACT

23.1 This Contract is through the remainder of 2017 and may be extended no more than two subsequent annual periods 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.

24. TERMINATION OF CONTRACT

24.1 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.

24.2 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 incurred by the Village may be offset against any monies due and owing the Contractor by the Village.

25. BILLING & PAYMENT PROCEDURES

25.1 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 sixty (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

Village of Downers Grove

60 day period, until final payment is made.

- 25.2 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.
- 25.3 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.
- 25.4 Please send all invoices to the attention of Village of Downers Grove, Department of Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

26. RELATIONSHIP BETWEEN THE CONTRACTOR AND THE VILLAGE

- 26.1 The relationship between the Village and the Contractor 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.

27. STANDARD OF CARE

- 27.1. Services performed by Contractor 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.
- 27.2 If the Contractor fails to meet the foregoing standard, Contractor will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Contractor’s failure to comply with the above standard and reported to Contractor within one (1) year from the completion of Contractor’s services for the Project.

28. GOVERNING LAW

- 28.1 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.

29. SUCCESSORS AND ASSIGNS

- 29.1 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.

Village of Downers Grove

30. WAIVER OF CONTRACT BREACH

30.1 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.

31. AMENDMENT

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

32. CHANGE ORDERS

32.1 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.

32.2 Change orders for public works projects which authorize an increase in the contract price greater than or equal to 50% of the original contract 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)

33. SEVERABILITY OF INVALID PROVISIONS

33.1 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.

34. NOTICE

34.1 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.

35. COOPERATION WITH FOIA COMPLIANCE

35.1 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.

Village of Downers Grove

III. DETAIL SPECIFICATIONS**40. REQUEST**

- 40.1 The Village of Downers Grove (VILLAGE) is requesting Proposals from pre-qualified consulting firms (CONSULTANT) to provide maintenance and monitoring services for various native landscapes and natural areas in the Village of Downers Grove.

41. SCOPE

41.1 Project Descriptions

The Village has numerous small areas of native landscaping throughout town; some have been planted since 2010 and have received annual maintenance, some locations have received minimal attention and others are areas that may require immediate attention. The Village wishes to contract with a qualified firm to provide several services regarding these natural areas.

- 41.1.1 All natural areas will be assessed for native and invasive species coverage, erosion issues, water quality issues, and other potential ecosystem impacts. Long term management plans, including cost estimates, will be prepared for each site. These management plans will include descriptions of all work recommended for 5 years, 2018 to 2022. The site work will then be prioritized according to ecological and community interests. The information will be compiled into a report that includes information on why ecosystem health is important with descriptions of what methods will be utilized and why. The sites will be assessed upon contract acceptance in 2017, with the final report prepared and submitted in before the end of 2017. This long-term plan shall be all-inclusive with sites listed in Group A and Group B.
- 41.1.2 Another item is continued maintenance of these select areas. This work is needed to maintain coverage, improve floristic quality, and to ensure that these facilities continue to perform as water quality Best Management Practices (BMP's) as designed. The select sites have previously met any required performance criteria per permit requirements and are identified as Group A in the table below.
- 41.1.3 Unit costs are requested for several management tasks. These unit costs will be utilized if any work for Group B sites is requested by the Village in 2017.

The Village reserves the right to remove portions of the scope of work at any time.

Village of Downers Grove

Group A

	Common Name	Location	Action Previously Completed
1	2nd and Cumnor Storm Water Facility	125 2nd Street	Annual M&M performed 2014-2016
2	Grand and 55th	Northeast corner of Grand Avenue and 55th Street	Annual M&M performed 2014-2016
3	Grand and Hill	Southeast corner of Grand Avenue and Hill Street	Annual M&M performed 2014-2016
4	Sterling Road, North of 40th Street	3944 Sterling Road	Annual M&M performed 2014-2016
5	Fire Station #3 Bio-Swale	39th Street and Highland Avenue	Annual M&M performed 2014-2016
6	59th and Washington St Bio-Retention Facility	ROW north of 5837 Washington Street	Annual M&M performed 2014-2016
7	Grove Street Rain Garden	Grove Street W of Main Street	Annual M&M performed 2014-2016
8	Valley View Pond	Valley View and Creekside	Annual M&M performed 2014-2016
9	Forest Ave Rain Gardens	3932, 4034 & 4035 Forest Avenue	Annual M&M performed 2014-2016

Group B

	Common Name	Location	Action Previously Completed
10	5317 Grand Avenue	5317 Grand Avenue	Mowed bi-weekly
11	Austin and Fairview	Northwest corner of Fairview Avenue and Austin Street	Mowed bi-weekly
12	Lee Avenue	5200 Lee Avenue	Parkway mowing; herbiciding
13	Lee Avenue and Gilbert Avenue	Southeast corner of Lee Avenue and Gilbert Avenue	Tree removal as needed
14	Downers Drive and I-88	Downers Drive (South of Butterfield by Toll Booth)	Perimeter mowed monthly
15	Dunham Road and Lemont Road	Triangle property at Dunham and Lemont Roads	Mowed bi-weekly
16	Deercreek	South side of 56th Street, east of Fairview Avenue	Mowed monthly
17	Brookbank Road North of 59th Street	North of 5829 Brookbank Road	None
18	Prentiss Creek	E of Dunham to Woodward	None
19	Prentiss Creek Parkway	N side of Bolson Dr (Dunham to 1460 Bolson)	Mowed bi-weekly
20	Lot H	W side of Belmont Road, S of Belmont Station	Planted in spring of 2016

Village of Downers Grove

41.2 Project Location maps can be found in Exhibit A.

41.3 Scope of Work

Group A sites for remainder of 2017:

Consultant's proposal shall include necessary costs in order to develop and perform a detailed recommended scope of work for each project location. The scope of work shall, at a minimum, include:

- All maintenance activities as recommended by Consultant, which may include but not be limited to mowing, herbiciding, burning, over-seeding, erosion repair, and any other identified work required to maintain or improve the existing coverage and floristic quality as identified at each project location.
- Consultant shall identify and include in their scope of work any/all anticipated permits for the proposed services. Some areas are within mapped wetland, floodway/floodplain and may (for more significant work activities) require permits from the following agencies (among others):
 - Army Corps of Engineers
 - Illinois Department of Natural Resources
 - Kane/DuPage Soil and Water Conservation District
 - DuPage County
 - Village of Downers Grove
- Portions of the work will be within Village right-of-way while others are located within private property. For the latter, the Village will provide easements or right-of-entry agreements prior to the start of work.
- Pesticide application ILG87 NPDES permits with the Illinois EPA are required to be completed by the contractor.

Master Plan for Group A and Group B sites 5 Year Master Plan for 2018 – 2022:

Evaluate and develop a long-term maintenance plan. This work will include prioritizing proposed maintenance/planting work that should be done, a schedule for the work and a budgetary cost.

Consultant shall perform an assessment of each project area to determine floristic quality in the fall of each year. Each assessment shall include recommended goals, maintenance activities and budgetary estimates for the following year.

Deliverables schedule

Village of Downers Grove Native Areas Master Plan

- Updates and interim 2017 recommendations provided to the Village by August 15, 2017.
- Report completed by December 2017.

Management of sites in Group A

- Conducted during growing season of 2017.

Village of Downers Grove

Deliverable of an annual report of work completed and work proposed for all sites.

- Completed by January 15, 2018.

42. PROPOSAL

42.1 The Proposal shall include the following information:

- a. Name of the Projects.
- b. Location of Projects.
- c. A description of proposed work for each project location, including the issues to be addressed and the methods proposed.
- d. An estimate of manpower hours, equipment usage, etc., required to complete the recommended work at each location.
- e. A “not to exceed” fee for the services for each project. **THE VILLAGE DOES NOT EXPECT THAT THESE SERVICES WILL FALL UNDER THE ILLINOIS PREVAILING WAGE ACT, AS THEY ARE CLASSIFIED AS MAINTENANCE OF LANDSCAPED AREAS ONLY.** However, if any services proposed by the Consultant fall under work classifications that would be subject to the Illinois Prevailing Wage Act, Section II – 14 above will apply.

43. PROPOSAL REVIEW and SELECTION PROCESS

43.1 Unless the Village exercises its right to reject all proposals, the contract will be awarded to that responsible Proposer whose proposal will be most advantageous to the Village, price and other factors considered.

All responses to this RFP that meet the submittal requirements and the submittal deadline will be evaluated as described below.

43.2 Step One:

The Village will review and evaluate each Consultant’s proposal based on the requirements for submittal described above. Weighing of the evaluation will include but not be limited to the following:

- Proposed approach and understanding of the project
- Responsiveness to requirements, terms, and conditions of RFP
- Fee

(Please do not include information or materials that are not relevant to or requested by this solicitation.)

43.3 Step Two:

Village staff will recommend a firm based on the entire submittal package. The Village reserves the right to determine the criteria for and select the best overall qualified firm, in

Village of Downers Grove

the Village's opinion, to execute the scope of work on behalf of the Village.

43.4 Step Three:

The Village will send a Notice of Award (NOA) letter to the selected firm, followed by a Notice to Proceed (NTP).

44. PERIOD OF SERVICE

44.1 It is anticipated that notice of award will be given mid-July, and these services will be complete by December 31, 2017.

44.2 If the Village exercises its option to terminate this agreement upon default by the Proposer, the Proposer shall cause to be delivered to the Village all drawings and field notes, or electronic data files, if any, with the understanding that all such material becomes the property of the Village. The Proposer shall be paid the total maximum cost as set forth above, less the cost incurred by the Village in completion of the work.

Village of Downers Grove

45. SCHEDULE OF PRICES

- 45.1 The “not to exceed” price for each project shall be completed by the proposer in the schedule below and shall be inclusive of the remainder of 2017. In addition, a 20% overall contingency, to be used as needed on these or other projects as deemed necessary by the Village, shall be included in the total contract “not to exceed” price.

Task	Price
1 All Sites Master Plan	\$ 3,140.00
2 Management- 2nd and Cumnor Storm Water Facility	\$ 4,760.00
3 Management- Grand and 55th	\$ 775.00
4 Management- Grand and Hill	\$ 775.00
5 Management- Sterling Road North of 40th Street	\$ 2,760.00
6 Management- Fire Station #3 Bio-Swale	\$ 2,360.00
7 Management- 59th and Washington St Bio-Retention Facility	\$ 2,000.00
8 Management- Grove Street Rain Garden	\$ 2,080.00
9 Management- Valley View Pond	\$ 6,960.00
10 Management- Forest Ave Rain Gardens	\$ 3,380.00
11 Contingency @ 20%	\$ 5,798.00
TOTAL CONTRACT PRICE	\$ 34,788.00

Schedule of Unit Prices

Additional Services	Minimum	Unit	Cost
Plugging 1' on center – cost per plug including installation not including plants	500 plant minimum	EACH PLUG	\$2.20
Seeding (per acre including installation – not including seed)	1 acre minimum	ACRE	\$320.00
Mowing	per 8 hr day	DAY	\$85.00
3 person crew- 1 day minimum	per 8 hr day w/ herbicide	DAY	\$1,064.00

Village of Downers Grove

46. CONTACT PERSON

- 46.1 All questions concerning the project, the submittal of a Proposal, the Village's review and evaluation submittals should be directed to:

John Welch
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5494
Fax 630-434-5495
jwelch@downers.us

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.)



SECTION III: PROJECT-SPECIFIC APPROACH



Our environmental team has visited the sites and evaluated our approach based on the maintenance requirements of each one. In the following pages, we have outlined the current conditions, maintenance strategies, equipment to be used, estimated work hours, and overall not-to-exceed costs. The goal will be to preserve the floristic quality and diversity in order to add value to these fragile areas, with the hope of creating an environmentally sound and aesthetically appealing setting for those visiting and living within Downers Grove.

Item 41.1.1 – Natural Areas Long-Term Plan

All natural areas provide water quality, wildlife habitat, and aesthetic benefits within the Village of Downers Grove. Additional benefits these areas may provide include recreational use, flood storage, sediment trapping, soil stabilization, shoreline anchoring, floristic diversity, nutrient retention and removal, and groundwater discharge and recharge. To reap the most benefits from these areas, it is imperative that they be maintained. One of the primary goals of a vegetative maintenance program is to control the establishment and spread of non-native and invasive species. Non-native plant species are plants that did not evolve in northern Illinois, and therefore are not naturally kept in check by competition with other plant species and/or herbivores. Some native species are considered to have evolved here, but are aggressive and can out-compete native species under the right conditions – these plants are considered invasive. Non-native and invasive species often create monocultures of similar vegetation that can reduce water quality benefits, degrade wildlife habitat, and negatively impact aesthetic value by reducing colors and textures in the landscape. Woody species such as sandbar willow (a native invasive species) and common buckthorn (a non-native species) can eliminate vistas altogether by creating tall, dense stands.

Our environmental team will visit all sites in Groups A and B and base maintenance needs on the conditions of each site. We will outline the current conditions, maintenance strategies, and estimated costs. Management costs presented in this document will include costs for obtaining permits associated with herbicide applications and prescribed burns. A total five-year maintenance cost will be provided at the end of each site description. Tables summarizing specific tasks and annual costs are provided.

Each assessment will include information on the site location and a general description of the plant community, including cover by native and non-native species. As appropriate, issues such as erosion, water quality, and other environmental concerns are addressed. Management recommendations and cost estimates will be provided for the years 2018-2023. These recommendations are based on existing conditions; however, it should be noted that plant communities are dynamic and change over time based on climatic factors, successional forces, and maintenance activities. A new invasive species could arrive to this region at any time and have a tremendous impact on local plant communities. Therefore, proper management involves routine assessments of current conditions to appropriately address issues that may arise.

A cursory estimate of the ecological and community interest values provided by each area will be made by HLR to assist in determining how best to allocate management resources. Each site will be rated using high, medium, or low to qualify the site's ecological importance for water quality and wildlife based on the size, diversity, and water management functions provided by the site. Also, community interest will be rated as high, medium, or low based on visibility to the public and recreational benefits provided.

Each natural area is unique, and some areas are in better condition than others. Recommendations presented in this report will be designed to maintain or improve current conditions, primarily through control of invasive plant species. An adaptive management approach must be used to achieve the best results. This consists of assessing site conditions every time maintenance activities are performed and tailoring maintenance activities to address the management needs of each unique landscape.



SECTION III: PROJECT-SPECIFIC APPROACH

Item 41.1.2 – Group A 2017 Management

Our staff is composed of environmental professionals trained in natural area assessment, proper management techniques, plant identification, and invasive species control methods. This extensive training ensures that the correct procedures are followed, providing an environmentally safe and ecologically efficient result. For the sites requiring native area management, a combination of maintenance techniques will be utilized at each site. The most effective treatment, based on ecological and economical factors, will be implemented. Our team proposes a combination of mechanical removal, herbiciding, and prescribed burning to enhance the native ecosystem and wetland vegetation quality. The following describes our approach to native area management to Group A:

- **Site Visits:** Each site, including vegetation, will be assessed up to eight times throughout the season to determine a course of action to continue the restoration of the sites indicated. Inspections will include removal of any trash or debris, an inspection of the overflow structure, and removal of any impediments to stormwater flow. If weedy plant species are present, visits may include hand removal of undesirable plants, some woody plant or branch removal, or any of the services listed below. **We anticipate up to six site inspections and/or site treatments for the remainder of the 2017 season.**

- **Chemical Invasive Control:** Herbicide can be a very effective means of controlling invasive species. Plant communities will be monitored for invasive species including, but not limited to, purple loosestrife, reed canary grass, garlic mustard, crown vetch, burdock, and common reed. If populations of these species appear or begin to increase, they will be controlled by “wick” or directed (shielded spray) application of an approved systemic herbicide. This will be done when plants reach leaf/flowering stage in early summer, but preferably prior to seed head formation, with the following exceptions: common reed is best controlled during the flowering stage in late summer; reed canary grass is best controlled in spring, just prior to flowering (around May 15) or in fall. Inspections for invasive species will be conducted early in the growing season (between May 1 and June 1).

The Illinois Environmental Protection Agency (IEPA) requires a permit for the application of pesticides on or near water bodies. We will obtain a National Pollutant Discharge Elimination System (NPDES) permit for all applicable sites under this contract requiring maintenance within the Village of Downers Grove. All herbicide applications will be conducted under the supervision of a Wetland Specialist. A water-safe, systemic herbicide will be utilized for this site. The application of herbicides will be performed only by staff licensed or certified in the State of Illinois for pesticide/herbicide application. Herbicide use will be in strict compliance with all application rates, procedures, warning labels, and applicable codes, standards, and best management practices.

- **Mechanical Invasive Control:** Mechanical control includes cutting, mowing, and/or the digging up individual plants by hand, with the intention of impeding a plant from reproducing by seed. Cutting or mowing close to the ground (weed-eater or hand-scythe) is an effective means of control for annual species, and may be implemented in select areas of the site. Prairie mowing will only be conducted if it is necessary for invasive species control. The mowers will be set to a height of 8- to 12-inches above the ground surface which allows annual invasive seed heads to be cut off, but does not damage native plants.
- **Enhancement:** Enhancement by addition of live plants or seed is recommended for select sites. The site specific planting plan and/or seed mix will be submitted for approval prior to installation. Enhancement will be influenced on several factors, including increasing floristic diversity, salt tolerance, erosion control and stabilization, stormwater filtration, and aesthetics.
- **Site Assessments and Reporting:** Floristic quality inventories (FQIs) are detailed reviews of species present at a site and provide a numerical rating for site ecological quality. Several sites have had FQIs completed in the past year, and we propose continuing those studies. Site assessments and reporting will include an FQI for the 2nd and Cumnor, 3944 Sterling, Fire Station Bioswale, Valley View, and Forest Rain Garden sites. All sites will have site work memorialized in an annual report, detailing site conditions, activities conducted, and future recommended activities.



SECTION III: PROJECT-SPECIFIC APPROACH

Item 41.1.3 – Unit Costs for Additional Management Work

We have provided the unit costs for common management activities below and in the RFP documents.

- **Plugging:** Because native plugs vary greatly in cost depending on species, they will be either purchased and delivered by HLR and reimbursed, or ordered directly by Downers Grove. The installation cost is included below.
- **Seeding:** Seed species and rates vary in cost depending on ecosystem needs, and can range from a light overseed (1-2 pounds per acre) to a full install (20 pounds per acre). The seeding cost includes installation of seed either purchased and delivered by HLR and reimbursed, or ordered directly by Downers Grove.
- **Mowing:** Mowing includes a heavy duty (up to 1.5-inch diameter brush) walk-behind mower deck and one crew member. If slopes are extreme, mowing can be replaced with weed whipping, or a Green Climber mower can be rented for an additional cost of \$700 per day. The Green Climber can mow slopes up to 60-degrees.
- **Three Person Crew:** The three person crew day includes spot mowing, brushcutting, weed whipping, broadleaf specific and systemic herbicides, hand weeding, and any other hand tools necessary to complete site work. Algae control costs can be provided on a site by site basis.

Additional Services	Minimum	Unit	Cost
Plugging 1-foot on center – cost per plug including installation not including plants	500 plant minimum	Each Plug	\$2.20
Seeding (per acre including installation – not including seed)	1 acre minimum	Acre	\$320.00
Mowing	Per hour	Hour	\$85.00
Three person crew – One day minimum	Per 8 hour day with herbicide	Day	\$1,064.00



SECTION IV: PROJECT LOCATIONS

2nd and Cumnor Storm Water Facility (#2)

This 1.5-acre Storm Water Facility is located around multiple residences and adjacent to a community playground. It is densely vegetated with native prairie species along all slopes.

Monitoring Observations

The 2nd and Cumnor naturalized basin is located on 2nd Street in Downers Grove. Following its installation and initial management in 2012, we have maintained the site since 2014. The site exhibits approximately 98% vegetative coverage, with over 90% coverage by native species. The overall native floristic quality index value (native FQI) and native coefficient of conservatism (native mean-C) for the site was 41.08 and 4.28, respectively. These values indicate the development of a high quality plant community.

The wetland bottom exhibits approximately 70% vegetative coverage, with approximately 98% coverage by native species. The native FQI and native mean-C for the wetland areas were 29.67 and 4.63, respectively. These values indicate the development of a high quality plant community.

The prairie slopes exhibit approximately 98% vegetative coverage, with approximately 90% coverage by native species. The native FQI and native mean-C for the prairie buffer areas were 29.00 and 4.14, respectively, which indicates the development of a high quality plant community.

Yearly comparison:

Native FQI & Mean-C 2014	Native FQI & Mean-C 2015	Native FQI & Mean-C 2016
Overall: -----	Overall: 36.1 & 4.31	Overall: 41.08 & 4.28
Wetland: 23.33 & 4.06	Wetland: 23.85 & 4.15	Wetland: 29.67 & 4.63
Prairie slopes: 19.72 & 3.6	Prairie slopes: 24.85 & 4.2	Prairie slopes: 29.00 & 4.14
Wetland Coverage: T=50% N=95%	Wetland Coverage: T=67% N=98%	Wetland Coverage: T=70% N=98%
Prairie Coverage: T=90% N=85%	Prairie Coverage: T=98% N=90%	Prairie Coverage: T=98% N=90%



Management History and Recommendations

We performed herbicide treatments throughout the growing season to target various invasive species. These focused on biennials, such as purple loosestrife, thistle, and garlic mustard, which were present throughout the growing season. Various saplings, including Siberian Elm (*Ulmus pumila*), box elder (*Acer negundo*), and common buckthorn (*Rhamnus cathartica*), were treated as well. In more established areas, hand weeding of invasive species such as garlic mustard (*Alliaria petiolata*) and crown vetch (*Securigera varia*) was incorporated to minimize disturbance of native species. Future herbicide treatments will be necessary to continue managing problematic species. Certain areas of the path that became overgrown were trimmed back this year and will likely need to be cleared or pushed back to keep encroachment on the walking path to a minimum. An FQI was performed during the growing season. Overall, the site shows strong and diverse native character with many high quality species in both wetlands and prairies. With continued efforts at managing and suppressing invasive species, these will continue to become less prominent.

Fee Schedule

2nd and Cumnor Storm Water Facility	
Task	Recommended Cost
Floristic Quality Inventory	\$560.00
Site Management	\$4,200.00
2nd and Cumnor Stormwater Facility	\$4,760.00





SECTION IV: PROJECT LOCATIONS

Village Owned Parcels at Grand and 55th and Grand and Hill

Site maintenance will include herbicide of forbaceous invasive plants and herbicide of small woody invasives. The sites were cleared of invasive woody species smaller than 6" diameter. The material was cut and then chipped on site.

Grand and Hill

The smaller of the two sections features steep slopes along the bank, dominated by numerous, aggressive tree saplings and some ground covers, including first year garlic mustard. This largely wooded lot currently does not allow much sunlight to reach ground level and remains largely shaded. Removal of invasive woody saplings will open up new opportunities for woodland herbs, promoting growth for favorable ground covers and reducing competition for already established native hardwoods. Trimmings and brush are to be chipped or removed to avoid the unwanted deposit of damming materials into the creek. Larger, aged debris, too heavy to wash away, will remain to maintain habitat opportunities for desirable wildlife.



Grand and 55th

This large wooded floodplain surrounding the section of St. Joseph's Creek was subject to extensive damming, both along the creek and at the stormwater outlet to the south, due to an abundance of fallen or rotted debris deposited upstream. Largely dominated by hardwoods, tangled honeysuckle, and small aggressive saplings, a multi-step attack of clearing and removal was needed to free this area of invasive species. The resulting cut brush was chipped onsite and re-deposited to the organic layer of the understory, providing recycled nutrients in combination with additional sunlight as a product of the understory canopy clearing.



There are also several downed trees in the creek that are too large to be removed without heavy machinery, which does not seem practical at this time. More massive logs and limbs, too heavy to float and clog the creek flow, can be scattered and situated within the floodplain to provide additional habitat to wildlife in the area. Following the clearing of any invasive weeds and aggressive saplings, we installed native seed to bring in a native herbaceous layer within the understory and out compete weedy species once established.

Management History and Recommendations

We performed significant woody removal in December 2015 and February 2016. Invasive buckthorn and honeysuckle (*Lonicera spp.*) were targeted, along with box elder, maple (*Acer spp.*) and mulberry (*Morus alba*). Stumps were treated to prevent re-sprouting. The site was also treated with herbicide this season. Continued maintenance of re-sprouts will need to be conducted until native understory plants can establish. An understory plant community should be established with seed or live plants.

Fee Schedule:

Village Owned Parcels at Grand and Hill	
Task	Recommended Cost
Site Management	\$775.00
Grand and Hill Total	\$775.00

Village Owned Parcels at Grand and 55th	
Task	Recommended Cost
Site Management	\$775.00
Grand and 55th Total	\$775.00



SECTION IV: PROJECT LOCATIONS



Sterling Road North of 40th Street

Monitoring Observations

The native seed mix installed by HLR has established well, particularly grey-headed coneflower (*Ratbida pinnata*), purple coneflower (*Echinacea purpurea*) and black-eyed susans (*Rudbeckia hirta*). Within the wooded area along the south side of the property, Jack-in-the-pulpit (*Arisaema triphyllum*) and purple ironweed (*Vernonia fasciculata*) are present and will become more prevalent as the area is cleared by reducing the presence of invasive buckthorn.

Yearly summary:

Native FQI & Mean-C 2016
Overall: 17.34 & 2.71
Coverage: T=96% N=57%

Management History and Recommendations

This site is a recent turf grass conversion area completed by HLR. In summer 2015, it received herbicide treatments to eradicate broadleaf woody species and turf grass. A custom seed mix was installed in late fall. Native management of the site began in 2016. The site received two herbicide treatments during the summer targeting weedy invasive species such as thistle and garlic mustard. In the fall, two visits were devoted to buckthorn removal and stump treatments. Continued removal efforts and management of these invasive species will be necessary to complete the conversion to a naturalized area. Additional removal of woody species will allow more woodland natives to establish along the south and west sides of the property.

Fee Schedule:

Sterling Road North of 40th Street	
Task	Recommended Cost
Floristic Quality Inventory	\$560.00
Site Management	\$2,200.00
3944 Sterling Total	\$2,760.00



SECTION IV: PROJECT LOCATIONS



Fire Station Bioswale

Monitoring Observations

There are three distinct zones within this site: an emergent area in the north section, a prairie grass bioswale in the south, and a wet sedge transition area between them. Prominent species include bee balm (*monarda fistulosa*), cup plant (*silphium perfoliatum*), rosinweed (*silphium integrifolium*), black-eyed susan (*rudbeckia hirta*), and blue flag iris (*iris virginica shrevei*). The site exhibits approximately 96% vegetative coverage, with approximately 67% coverage by native species. The overall native FQI and native mean-C for the site was 27.15 and 3.84, respectively, which indicate development of a high quality plant community.

Yearly summary:

Native FQI & Mean-C 2016
Overall: 27.15 & 3.84
Coverage: T=96% N=75%

Management History and Recommendations

Following the construction and previous management of the bioswale by others, we assumed management in 2016. The site was managed with three herbicide treatments and one hand weeding. Many of the native species are forming thick stands which will suppress invasive growth. Continued management of weedy species, particularly reed canary grass (*Phalaris arundinacea*) and thistle, will be necessary to ensure successful establishment of the naturalized bioswale. Some of the more aggressive native species may need to be managed to maintain diversity.

Fee Schedule:

Fire Station Bioswale	
Task	Recommended Cost
Floristic Quality Inventory	\$420.00
Live Plant Install	\$980.00
Site Management	\$960.00
Fire Station Bioswale Total	\$2,360.00



SECTION IV: PROJECT LOCATIONS



59th Street Bio-Retention Facility

This site is an under-drained bio-retention facility, currently dominated by native forbs and grasses, located between two residential lots.

While the need to maintain the site's functionality is high priority because of its location, it is important that the aesthetic appeal is maintained throughout the seasons to provide value to the neighborhood, especially adjacent homes. Showy forbs and grasses are encouraged to provide color and texture variety.

Several quality species are present, including iris, wild bergamot and goldenrod; however, vegetation is still fairly sparse in some locations. An over-seed mix will be formulated to encourage more diverse growth while filling in these sparse areas. Cutting back dead vegetation during the off season will allow additional sunlight to reach the soil surface, giving new seed a chance at establishment. Though the apparent count was already low, the treatment and removal of weedy invasive species such as foxtail (*Bromus madritensis*), wild carrot (*Daucus carota*), and penny cress (*Thlaspi arvense*) will provide additional support for this system. Following these methods, we will conduct a floristic quality assessment to accurately document site success.

This area is subject to accumulate an abundance of leaf litter and debris from neighboring lots. The collection of debris will require monitoring and frequent clearing to maintain aesthetics while keeping unnecessary elements out of water flowing out of the system during heavy rain events.

Monitoring Observations

Minimal treatment was necessary at this site. A mix of quality natives are established, including ironweed (*Vernonia fasciculata*), Ohio spiderwort (*Tradescantia ohioensis*), common boneset (*Eupatorium perfoliatum*), and switchgrass (*Panicum virgatum*). Hand pulling invasive species such as garlic mustard, thistle (*Cirsium spp.*), wild carrot (*Daucus carota*), and ragweed (*Ambrosia artemisiifolia*) over the growing season minimized the potential for these species to set seed and proliferate. Small woody saplings were also removed. Continued efforts at hand removal will limit their appearance in the basin.

Management History and Recommendations

Early in the 2016 season, the previous year's vegetative litter was cut and removed to present a neater appearance. Following this, the site was hand weeded three times, including all invasive species and cultivars. The site has maintained high levels of species quality and diversity through the season. Invasive species were minimal and easily managed. The basin may require seasonal clearing as necessary to maintain aesthetics. We also installed a mulch border around the rain garden to provide a visual border. This is recommended again in 2017.

Fee Schedule:

59th Street Bio-Retention Facility	
Task	Recommended
Site Management	\$1,680.00
Mulch	\$320.00
59th Street Bio-Retention Facility	\$2,000.00



SECTION IV: PROJECT LOCATIONS



Grove Street Rain Gardens

This site consists of two planted and mulched rain gardens on the north side of Grove Street. They are located directly adjacent to the egress drive of the neighboring parking lot.

These areas are subject to extensive debris collection from the surrounding streets and sidewalks, and show signs of heavy disturbance from car and foot traffic exiting the lot. This poses multiple obstacles in the successful establishment of a healthy community in such a small area. Despite this, a variety of healthy natives appear present onsite, still requiring a little help through additional plantings, weeding, and debris pickup. Our team would like to utilize the Village’s mulch stockpile for this site. Mulch will be picked up and spread by HLR.

Within the central portions of these two planted areas lies the greatest concentration of healthy natives, fulfilling their role as a stabilizing filtration mechanism within the rain garden. However, the perimeter of these rain gardens are primarily old mulch with little to no present vegetation, with the exception of the eastern most edge of the eastern rain garden. Increasing the presence of planting material strengthens the effect of these designated areas, utilizing the entire section to collect and filter rain water while providing as much aesthetic appeal as possible.

Damage by vehicle traffic was evident during our site inspection. The edges of these gardens, directly butting up against the drive, would benefit from the planting of short native grasses, such as Little Bluestem, complimentary to those already in place, to sway traffic away from the planted area. During the winter season when snowfall is abundant, fiberglass reflector rods may be necessary to direct traffic away from the otherwise hidden rain gardens. Following these methods, a floristic quality assessment will be conducted for the site in order to more accurately document the site’s success.

Using these methods along with additional mulching and hand removal of weeds and debris, the rain garden set up within this downtown district will continue to prosper and provide an attractive example for future rain garden projects within the Village.

Management History and Recommendations

HLR has managed the Grove Street Rain Gardens since 2014. Hand-weeding has been a successful management tool and was completed six times throughout the season. The planted areas exhibit significant native character. Early in the season, the dead vegetation was cut, raked, and taken off-site to maintain aesthetics. This will continue to be necessary in the future to maintain a neat appearance for the naturalized area. Several of the taller species, such as wild golden glow (*Rudbeckia lacinata*), were removed to improve vision lines for parking lot and street traffic. Installation of a split rail fence would prevent snow plow damage and may provide a more organized appearance to community stakeholders.

Fee Schedule:

Grove Street Rain Garden	
Task	Recommended Cost
Site Management	\$1,560.00
Mulch	\$520.00
Grove Street Rain Garden Total	\$2,080.00



SECTION IV: PROJECT LOCATIONS



Valley View Pond

Valley View features a creek channel along the northern stretch with an overflow weir designed to provide hydrology to various plant communities within a graded vegetation shelf that previously consisted of open water. We plan to introduce floristically diverse plant communities, improve water flow and reduce flooding, and improve aesthetics. The areas were planted with mesic prairie, shoreline, shallow and deep emergent plant communities with a tall fescue border, and native trees and shrubs.

Management History and Recommendations

Since 2014, HLR has monitored this area. Native plant communities around the pond are well established, but will require routine maintenance to prevent encroachment of invasive and woody species and maintain existing floristic diversity. The narrow bentgrass transition zone around the native plantings will also need routine management to maintain vegetation at the desired height and to prevent establishment of undesired species. We offer the following recommendations for long-term maintenance activities. Site conditions will dictate frequency and intensity.

- Continue periodic herbicide treatments targeting non-native and invasive species including cattail (*Typha* spp.), purple loosestrife (*Lythrum salicaria*), sandbar willow (*Salix interior*), thistle (*Cirsium* spp.), teasel (*Dipsacus* spp.), common reed (*Phragmites australis*), curly dock (*Rumex crispus*), tall boneset (*Eupatorium altissimum*) and woody species.
- Continue to maintain transitional bentgrass border through broadleaf herbicide application and occasional mowing.
- Perform an early spring mowing to promote native species and hinder non-native species, as needed.

Fee Schedule:

Valley View	
Task	Recommended
Floristic Quality Inventory	\$560.00
Site Management	\$6,400.00
Valley View Total	\$6,960.00



SECTION IV: PROJECT LOCATIONS



Forest Avenue Rain Gardens

Monitoring Observations

HLR has been managing this site for one year. There are a number of well-established high quality species, such as sweet flag (*acorus calamus*), obedient plant (*physostegia virginiana*), and Torrey's Rush (*schoenoplectus torreyi*). The gardens will continue to be hand weeded to prevent invasive species from establishing and monitored for species quality and performance.

Yearly summary:

Native FQI & Mean-C 2016 (West)	Native FQI & Mean-C 2016 (East)
Overall: 10.55 & 3.18	Overall: 12.47 & 4.71
Coverage: T=90% N=80%	Coverage: T=90% N=85%

Management History and Recommendations

The site was managed in 2016 with two hand weeding treatments and one herbicide application. Minimal invasive species are present within the site. Continued management of prevalent weedy species will be necessary to maintain the existing species quality and diversity which are present. The site may benefit from seasonal clearing to present a neat appearance.

Fee Schedule:

Forest Rain Gardens	
Task	Recommended
Floristic Quality Inventory	\$420.00
Live Plant Install	\$760.00
Site Management	\$1,680.00
Mulch	\$520.00
Forest Rain Gardens Total	\$3,380.00

Village of Downers Grove

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

PROPOSER:	
<u>Hampton, Lenzini and Renwick, Inc.</u> Company Name	Date: <u>June 22, 2017</u>
<u>380 Shepard Drive</u> Street Address of Company	<u>espolar@hlreng.com</u> Email Address
<u>Elgin, IL 60123</u> City, State, Zip	<u>Erica Spolar</u> Contact Name (Print)
<u>847-697-6700</u> Business Phone	<u>847-997-1211</u> 24-Hour Telephone
<u>847-697-6753</u> Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation  Signature of Corporation Secretary	<u>David Hinkston, CEO/President</u> Print Name & Title

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: Hampton, Lenzini and Renwick, Inc.
 ADDRESS: 380 Shepard Drive
 CITY: Elgin
 STATE: IL
 ZIP: 60123
 PHONE: 847-697-6700 FAX: 847-697-6753
 TAX ID #(TIN): 36-2555986

(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 | <u>Corporation</u> |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: D.P.H. He DATE: June 22, 2017

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to 2017 Native Landscape and Natural Areas Maintenance & Monitoring, Proposer Hampton, Lenzini and Renwick, Inc. hereby certifies the following:
 (Name of Project) (Name of Proposer)

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 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 A 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 Revenue for the payment

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

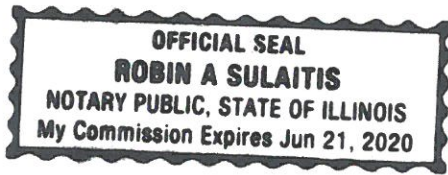
of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: *D.P.H. [Signature]*
Proposer's Authorized Agent

3 6 - 2 5 5 5 9 8 6

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 22 day of June, 2017

Robin A Sulaitis
Notary Public

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Delaware, which operates under the Legal name of Hampton, Lenzini and Renwick, Inc., and the full names of its Officers are as follows:

President: David Hinkston

Secretary: Randy Newkirk

Treasurer: Amy McSwane

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 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:

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
 _____.

(c) 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 13 days of the award of the contract? Yes

Insurer's Name Willis of Illinois, Inc.

Agent Willis A & E Group

Street Address 233 S Wacker Drive, Suite 2000

City, State, Zip Code Chicago, IL 60606

Telephone Number 312-288-7700

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

Print Name of Company: Hampton, Lenzini and Renwick, Inc.

Print Name and Title of Authorizing Signature: David Hinkston, President/CEO

Signature: 

Date: June 22, 2017

Village of Downers Grove


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).

<i>Certificate of Compliance</i>	
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	<u></u>
Company Name	<u>Hampton, Lenzini and Renwick, Inc.</u>
Title	<u>President/CEO</u>
Date	<u>June 22, 2017</u>

<i>Certificate of Non-Compliance</i>	
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.

Village of Downers Grove

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 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: Hampton, Lenzini and Renwick, Inc.

Address: 380 Shepard Drive

City: Elgin Zip Code: 60123

Telephone: (847) 697-6700 Fax Number: (847) 697-6753

E-mail Address: dhhinkston@hlreng.com

Authorized Company Signature: 

Print Signature Name: David Hinkston Title of Official: President/CEO

Date: June 22, 2017

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.



Signature

David Hinkston

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

Consultant Evaluation

Contractor: Hampton, Lenzini & Renwick, Inc.

Project: Monitoring and Maintenance of Native Planting Areas

Primary Contact: Erica Spolar Phone: 847-697-6700

Time Period: January 2016 thru December 2016

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion:

Change Orders (attach information if needed): None

Difficulties / Positives: Very responsive

Interaction with public:

Excellent Good Average Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Reviewers: John Welch, P.E., CFM

Date: 03/23/17