

ITEM RES 2015-6056

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
1/12/2016

SUBJECT:	SUBMITTED BY:
2016 Native Landscaping and Natural Areas Maintenance & Monitoring	Nan Newlon Director of Public Works

SYNOPSIS

A resolution is presented to amend an existing contract for Native Landscaping and Natural Areas Maintenance & Monitoring with Hampton Lenzini & Renwick, Inc. (HLR), of Elgin, Illinois in an amount not to exceed \$35,000.00, bringing the total contract amount to \$104,324.00.

STRATEGIC PLAN ALIGNMENT

The Goals for 2011 to 2018 identified *Top Quality Infrastructure*, and *Steward of Financial, Environmental and Neighborhood Sustainability*.

FISCAL IMPACT

The FY16 budget includes \$35,000 in the Stormwater Fund for the maintenance and monitoring of natural areas.

RECOMMENDATION

Approval on the January 12, 2016 consent agenda.

BACKGROUND

This amendment is an extension to the contract with HLR, which was awarded in 2014. HLR has agreed to hold its hourly rates for the work proposed in 2016. The Village uses HLR for oversight and maintenance to ensure long-term success of its native planting stormwater projects. The Village owns several parcels that contain natural areas or native landscaping, including the parcels at 55th and Grand, Hill and Grand, the 2nd and Cumnor Stormwater Facility, the Washington Street Bio-Retention Facility, and the Forest Avenue and Grove Street Rain Gardens.

In addition to performing excellent work for the Village in 2014 and 2015, HLR has also performed similar work for several other municipalities and agencies, including the City of Geneva, the Village of South Elgin, the Fox Valley Park District, and DuPage County.

ATTACHMENTS

Resolution
 Extension to the Agreement
 Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A SECOND EXTENSION
AND AMENDMENT TO THE AGREEMENT BETWEEN
HAMPTON, LENZINI AND RENWICK, INC.
AND THE VILLAGE OF DOWNERS GROVE**

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

1. That the form and substance of a certain Second Extension (the "Agreement"), between the Village of Downers Grove (the "Village") and Hampton, Lenzini and Renwick, Inc. (the "Contractor"), for native landscaping and natural areas maintenance services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

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

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

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

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

Mayor

Passed:

Attest: _____

Village Clerk

**SECOND EXTENSION AND AMENDMENT TO THE AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE AND
HAMPTON, LENZINI AND RENWICK, INC.**

The Village of Downers Grove, Illinois and Hampton, Lenzini and Renwick, Inc. entered into an Agreement ("Agreement") to provide native landscaping and natural areas maintenance services on or about June 3, 2014. Pursuant to the terms stated therein, the parties desire to extend that contract under the following terms:

1. The Agreement shall be amended to increase the fees to a total amount not to exceed \$104,324.00. Hourly labor rates shall remain the same as the 2014 rates.
2. All other terms from the 2014 Agreement remain in full force and effect.
3. The extension shall continue until the not-to-exceed price has been reached or until December 31, 2016, whichever occurs first.

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**HAMPTON, LENZINI AND
RENWICK, INC.**

Erica Spolar

Title

Title

Vice President

Date: _____

Date: *12/21/15*

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**REQUEST FOR PROPOSAL**

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

Project Name: **2014 Native Landscape and Natural Areas Maintenance & Monitoring**
Proposal No.: Various
Proposal Due: April 23, 2014; 10:00 A.M.

Pre-Proposal Conference: MANDATORY; April 14, 2014, 10:00 a.m.
5101 Walnut Ave, Downers Grove, IL

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: April 3, 2014

This document consists of 33 pages.

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

ANDY SIKICH
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

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

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. 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.

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

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to April 23, 2014; 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: ANDY SIKICH, 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

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the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

- 3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.
- 3.2 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, 801 Burlington, 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.

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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

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

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

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Act.

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

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Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- 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

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assistance or rehabilitation program by any employee who is so convicted as 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

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to the Village no later than the tenth (10th) day of each calendar month for the 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.

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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 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

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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, 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.

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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 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.

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

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 set-off 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 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 of Downers Grove

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, Public Works Department, 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.

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

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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 that is 50% or more 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.

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III. DETAIL SPECIFICATIONS**40.0 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.

41.0 SCOPE**41.1 Project Descriptions**

There are several small areas of native landscaping around the Village that have been planted since 2010 and are now in need of yearly maintenance. These include a naturalized stormwater facility at Cumnor Road and 2nd Street, a small stretch of streambank along Lacey Creek, two small rain gardens along Grove Street west of Main Street, and a bio-retention cell on the east side of Washington Street, just north of 59th Street. In addition, the Village owns several wooded riparian parcels along the South Branch of St. Joseph's Creek, which are in need of maintenance. These native landscaping and woodland areas comprise a total of about 5 acres. The Village wishes to contract with a qualified firm to provide maintenance of these areas, to alleviate any decrease in coverage, improve floristic quality, and to ensure that these facilities continue to perform as water quality Best Management Practices (BMP's) as designed.

2nd and Cumnor Storm Water Facility

The 2nd and Cumnor Storm Water Facility is a ±1.5 acre parcel that is primarily vegetated with native prairie and wetland plants, with pockets of open water, as well as a loafing log, rain garden and permeable paver plaza. Portions of the property east of the pedestrian walkway and along the western perimeter (10' buffer) need to be re-established with a fescue or suggested alternate, as the buffalo grass that was originally planted there failed to establish. The goal is to continue to increase floristic quality of the site, maintain the rain garden, repair any erosion that is occurring, establish vegetation east of the asphalt path and along the western property line buffer, and remove invasive species and weeds.

Lacey Creek south of Barneswood Drive

This portion of Lacey Creek was stabilized in 2010/2011 with native plantings and some block retaining wall. The property is owned by the Orchard Brook HOA, and the area to be maintained is approximately 0.3 acres in size. The goal is to continue to increase floristic quality, repair any erosion that is occurring, and remove invasive species and weeds.

Grove Street Rain Gardens

There are two small rain gardens on the north side of Grove Street, just west of Main Street, on either side of the alley entrance to Fishel Park. The total area is approximately 600 s.f. The goal is to increase floristic quality and remove weeds.

Village of Downers Grove

Washington Street Bio-Retention Facility

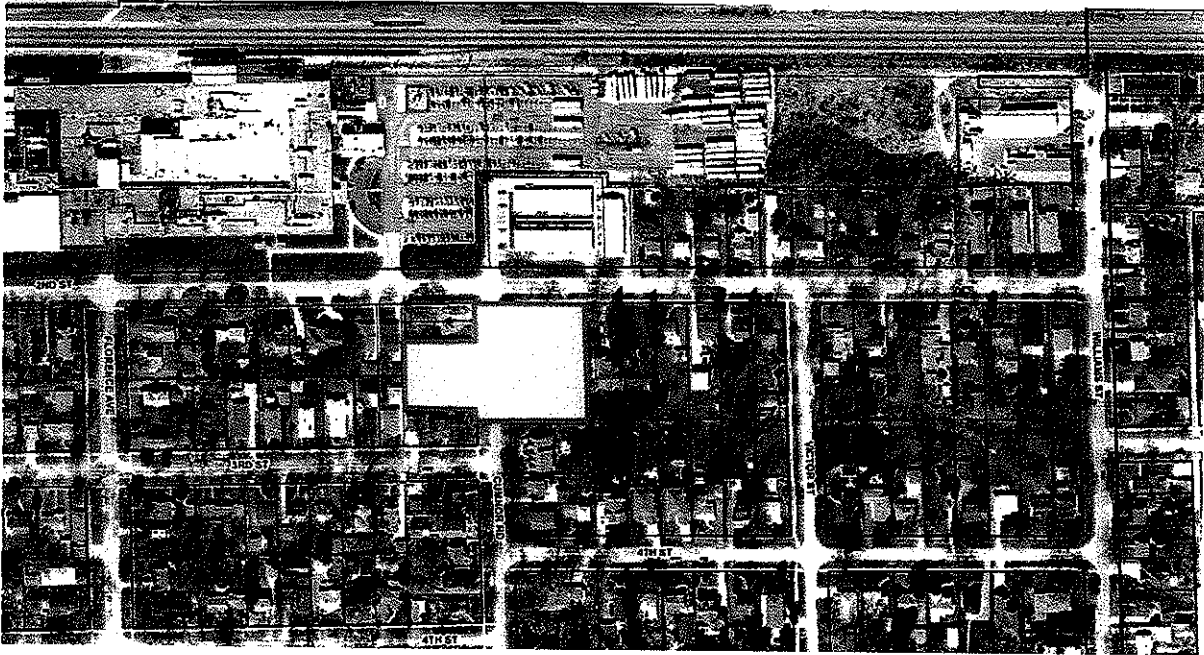
This is a small bio-retention facility (approx 1,500 s.f.) in a vacant alley ROW just north of 5837 Washington Street. It contains a deep rock layer, a 2' constructed soil layer, and is planted with native plants. It is underdrained and has a small diameter overflow pipe, which drains to the west. The goal with this site is to increase floristic quality and remove weeds.

Village owned parcels at Grand Ave, Hill St, and 55th St

These parcels are primarily wooded and contain portions of the South Branch of St. Joseph's Creek. They total approximately 3.1 acres in size. The goal is to remove deadwood, debris, and any other floatables that could cause blockages of the storm drainage system downstream, begin to clear and improve the understory, selectively remove or prune invasive woody trees, and remove weeds and invasive species. This will likely be a multi-year project, and the amount of work performed in 2014 will be commensurate with the Village's budget for this work.

41.2 Project Locations

2nd and Cumnor Storm Water Facility



Village of Downers Grove

Lacey Creek South of Barneswood Drive



Grove Street Rain Gardens

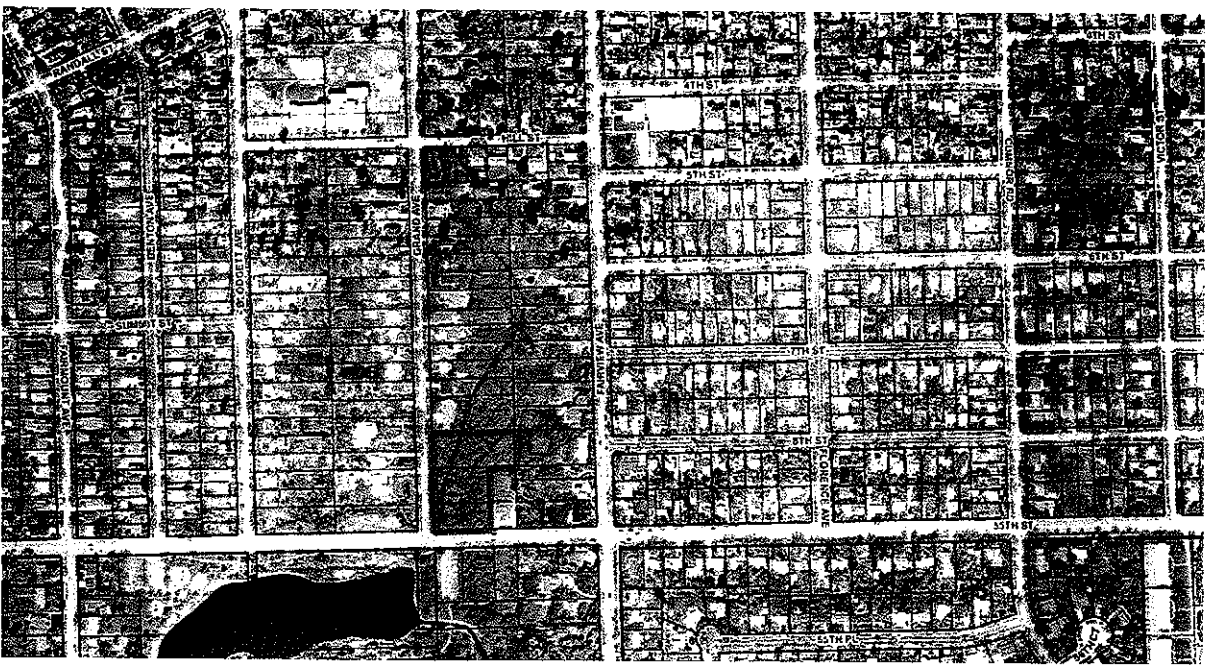


Village of Downers Grove

Washington Street Bio-Retention Facility



Village owned parcels at Grand Ave, Hill St, and 55th St



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and other factors considered.

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

43.1 Step One:

The Village will review and evaluate each Consultant's proposal based on the requirements for submittal described above. Weighting 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.)

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

43.3 Step Three:

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

44.0 PERIOD OF SERVICE

44.1 It is anticipated that notice of award will be given on or around June 1, 2014, and these services will be complete by December 31, 2014.

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.

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45.0 SCHEDULE OF PRICES

- 45.1 The "not to exceed" price for each project shall be completed by the proposer in the schedule below. 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.

2 nd and Cumnor Stormwater Facility	\$ <u>9,590.00</u>
Lacey Creek south of Barneswood Drive	\$ <u>5,670.00</u>
Grove Street Rain Gardens	\$ <u>3,120.00</u>
59 th Street Bio-Retention Facility	\$ <u>3,240.00</u>
Village owned parcels at Grand, Hill and 55 th	\$ <u>3,350.00</u>
20% Contingency	\$ <u>4,994.00</u>
TOTAL CONTRACT PRICE	\$ <u>29,964.00</u>

46.0 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:

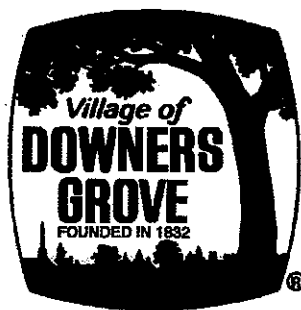
Andy Sikich
 Village of Downers Grove
 5101 Walnut Avenue
 Downers Grove, Illinois 60515
 Phone 630-434-5494
 Fax 630-434-5495
 asikich@downers.us

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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.)

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**REQUEST FOR PROPOSAL**

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

Project Name: **2014 Native Landscape and Natural Areas Maintenance & Monitoring**
Proposal No.: Various
Proposal Due: April 23, 2014; 10:00 A.M.

Pre-Proposal Conference: MANDATORY; April 14, 2014, 10:00 a.m.
5101 Walnut Ave, Downers Grove, IL

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: April 3, 2014

This document consists of 33 pages.

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

ANDY SIKICH
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 Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. 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 April 23, 2014; 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: ANDY SIKICH, 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

Village of Downers Grove

the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

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

3.2 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, 801 Burlington, 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

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

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

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Act.

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

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Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- 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

Village of Downers Grove

assistance or rehabilitation program by any employee who is so convicted as 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

Village of Downers Grove

to the Village no later than the tenth (10th) day of each calendar month for the 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 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

Village of Downers Grove

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, 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.

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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 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.

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

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 set-off 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 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

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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, Public Works Department, 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.

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

Village of Downers Grove

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 that is 50% or more 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.

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III. DETAIL SPECIFICATIONS

40.0 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.

41.0 SCOPE

41.1 Project Descriptions

There are several small areas of native landscaping around the Village that have been planted since 2010 and are now in need of yearly maintenance. These include a naturalized stormwater facility at Cumnor Road and 2nd Street, a small stretch of streambank along Lacey Creek, two small rain gardens along Grove Street west of Main Street, and a bio-retention cell on the east side of Washington Street, just north of 59th Street. In addition, the Village owns several wooded riparian parcels along the South Branch of St. Joseph's Creek, which are in need of maintenance. These native landscaping and woodland areas comprise a total of about 5 acres. The Village wishes to contract with a qualified firm to provide maintenance of these areas, to alleviate any decrease in coverage, improve floristic quality, and to ensure that these facilities continue to perform as water quality Best Management Practices (BMP's) as designed.

2nd and Cumnor Storm Water Facility

The 2nd and Cumnor Storm Water Facility is a ±1.5 acre parcel that is primarily vegetated with native prairie and wetland plants, with pockets of open water, as well as a loafing log, rain garden and permeable paver plaza. Portions of the property east of the pedestrian walkway and along the western perimeter (10' buffer) need to be re-established with a fescue or suggested alternate, as the buffalo grass that was originally planted there failed to establish. The goal is to continue to increase floristic quality of the site, maintain the rain garden, repair any erosion that is occurring, establish vegetation east of the asphalt path and along the western property line buffer, and remove invasive species and weeds.

Lacey Creek south of Barneswood Drive

This portion of Lacey Creek was stabilized in 2010/2011 with native plantings and some block retaining wall. The property is owned by the Orchard Brook HOA, and the area to be maintained is approximately 0.3 acres in size. The goal is to continue to increase floristic quality, repair any erosion that is occurring, and remove invasive species and weeds.

Grove Street Rain Gardens

There are two small rain gardens on the north side of Grove Street, just west of Main Street, on either side of the alley entrance to Fishel Park. The total area is approximately 600 s.f. The goal is to increase floristic quality and remove weeds.

Village of Downers Grove

Washington Street Bio-Retention Facility

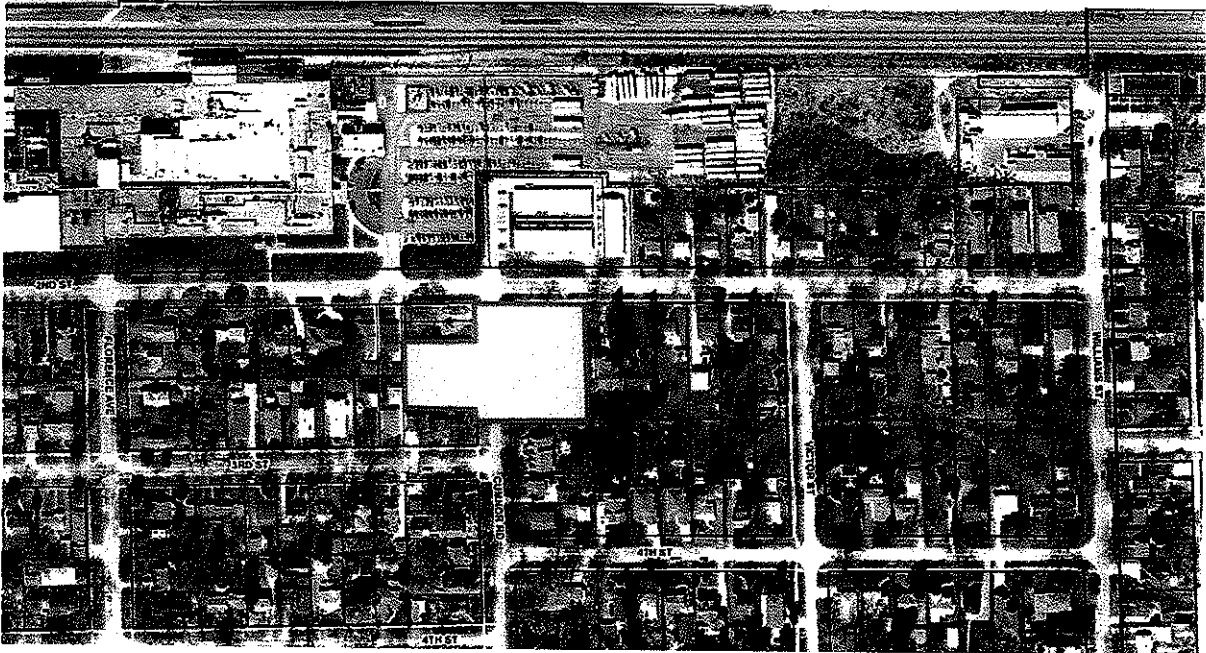
This is a small bio-retention facility (approx 1,500 s.f.) in a vacant alley ROW just north of 5837 Washington Street. It contains a deep rock layer, a 2' constructed soil layer, and is planted with native plants. It is underdrained and has a small diameter overflow pipe, which drains to the west. The goal with this site is to increase floristic quality and remove weeds.

Village owned parcels at Grand Ave, Hill St, and 55th St

These parcels are primarily wooded and contain portions of the South Branch of St. Joseph's Creek. They total approximately 3.1 acres in size. The goal is to remove deadwood, debris, and any other floatables that could cause blockages of the storm drainage system downstream, begin to clear and improve the understory, selectively remove or prune invasive woody trees, and remove weeds and invasive species. This will likely be a multi-year project, and the amount of work performed in 2014 will be commensurate with the Village's budget for this work.

41.2 Project Locations

2nd and Cumnor Storm Water Facility



Village of Downers Grove

Lacey Creek South of Barneswood Drive



Grove Street Rain Gardens

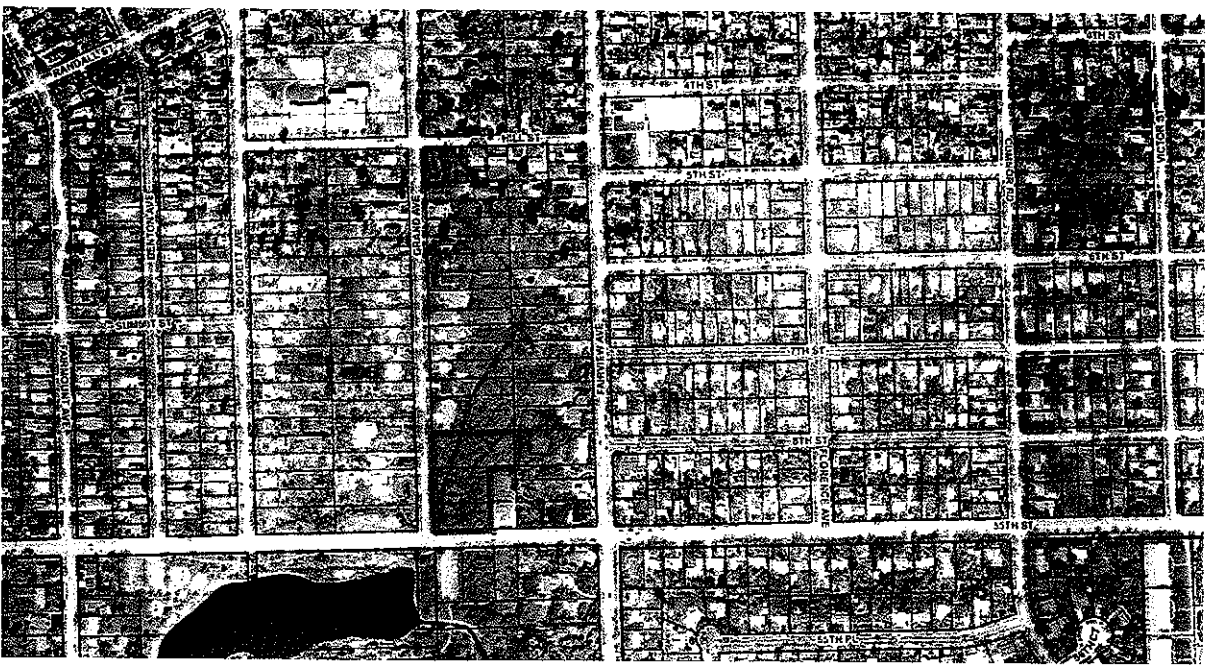


Village of Downers Grove

Washington Street Bio-Retention Facility



Village owned parcels at Grand Ave, Hill St, and 55th St



Village of Downers Grove

and other factors considered.

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

43.1 Step One:

The Village will review and evaluate each Consultant's proposal based on the requirements for submittal described above. Weighting 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.)

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

43.3 Step Three:

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

44.0 PERIOD OF SERVICE

44.1 It is anticipated that notice of award will be given on or around June 1, 2014, and these services will be complete by December 31, 2014.

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.

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45.0 SCHEDULE OF PRICES

- 45.1 The "not to exceed" price for each project shall be completed by the proposer in the schedule below. 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.

2 nd and Cumnor Stormwater Facility	\$ <u>9,590.00</u>
Lacey Creek south of Barneswood Drive	\$ <u>5,670.00</u>
Grove Street Rain Gardens	\$ <u>3,120.00</u>
59 th Street Bio-Retention Facility	\$ <u>3,240.00</u>
Village owned parcels at Grand, Hill and 55 th	\$ <u>3,350.00</u>
20% Contingency	\$ <u>4,994.00</u>
TOTAL CONTRACT PRICE	\$ <u>29,964.00</u>

46.0 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:

Andy Sikich
 Village of Downers Grove
 5101 Walnut Avenue
 Downers Grove, Illinois 60515
 Phone 630-434-5494
 Fax 630-434-5495
 asikich@downers.us

Village of Downers Grove

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.)

2014-2016 Native Landscape Maintenance and Monitoring Proposal

April 23, 2014

Prepared for:

Village of Downers Grove
Andy Sikich
Assistant Director of Public Works - Engineering
5101 Walnut Avenue
Downers Grove, IL 60515

Submitted by:

Hampton, Lenzini and Renwick, Inc. (HLR)
380 Shepard Drive
Elgin, Illinois 60123
(847) 697-6700 office
(847) 697-6753 fax

Questions may be directed to:

Erica Spolar, Vice President/Environmental Manager
(847) 997-1211 cell
espolar@hlreng.com



2014-2016 Native Landscape Maintenance and Monitoring Proposal

April 23, 2014

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Village of Downers Grove
Andy Sikich
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5101 Walnut Avenue
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HAMPTON, LENZINI, AND RENWICK, INC.

Civil Engineering ▪ Structural Engineering ▪ Environmental Services ▪ Land Surveying

April 23, 2014

Andy Sikich
Assistant Director of Public Works
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

**Re: Request for Proposal
2014-2016 Native Landscape Maintenance and Monitoring**

Dear Mr. Sikich:

Thank you for considering Hampton, Lenzini and Renwick, Inc. (HLR) for the Village of Downers Groves' 2014-2016 Native Landscape Maintenance and Monitoring Projects. The projects discussed in the RFP, including the Lacey Creek south of Barneswood Drive, Grove Street Rain Gardens, 2nd and Cumnor Stormwater Facility, the Washington Street Bio-retention Facility and the Village owned parcels at Grand Avenue, Hill Street and 55th Street, are understood to be high profile naturalized stormwater facilities, in conformance with the Village's Watershed Infrastructure Improvement Plan (WIIP). These high visibility sites are surrounded by development, which require an additional aesthetic standard of care not required with many native management sites. This standard of care will include high frequency of inspections, preventing any invasive species from getting established, a high level of awareness and professionalism while on-site and close attention to detail.

The Village's projects have also been recently installed. Sites that are newly established have different concerns than established restoration projects. Often, when an issue first develops it can be very easily remedied in the initial stages, such as a small erosion issue like rill formation or a small number of non-desirable plants. If the issue is allowed time to develop, repair or management can become extremely intensive, with the most drastic being full reconstruction of the site. The HLR team has the experience to recognize these issues in their earliest development, allowing the opportunity to resolve the minor concerns and prevent major issues.

We look forward to the opportunity of partnering with Village staff and stakeholders to make these projects a success. If you should have any questions or comments regarding our proposal, please feel free to contact me at 847-697-6700 or espolar@hlreng.com.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

By: A handwritten signature in black ink that reads "Erica Spolar". The signature is written in a cursive, flowing style.

Erica Spolar
Vice President/Environmental Engineering Manager

HAMPTON, LENZINI AND RENWICK, INC. | PROPOSAL



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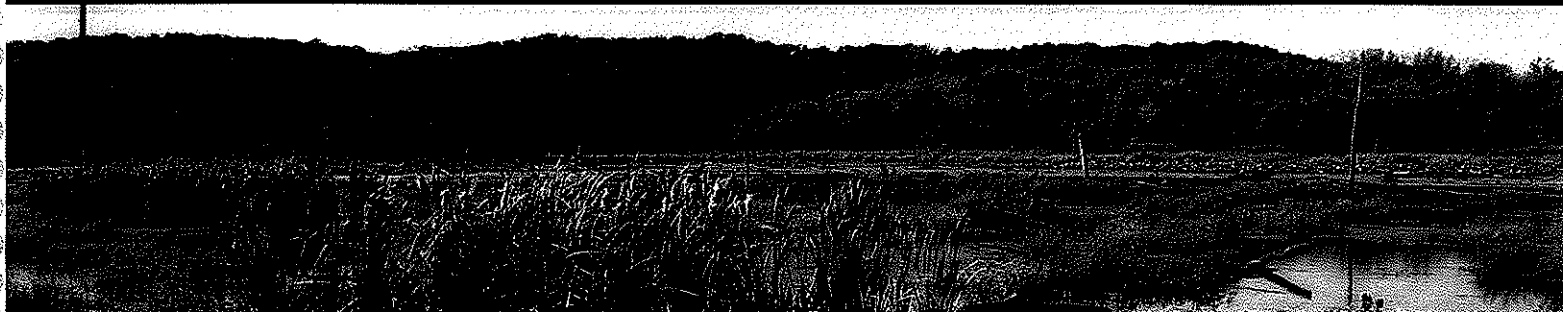
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HAMPTON, LENZINI AND RENWICK, INC. | PROPOSAL

**PROJECT-SPECIFIC APPROACH**

Our environmental team has visited the sites and evaluated our approach based on the maintenance requirements of each site. 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.

Native Management Techniques

HLR's 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.

- **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 over flow structure, and removal of any impediments to stormwater flow. If weedy plant species are present, visits may include hand removal of undesirable plants, installation of seed, some woody plant or branch removal or any of the services listed below.

We anticipate up to 8 site inspections and/or site treatments per season.

- **Chemical Invasive Control:** Herbicide can be a very effective means of controlling invasive species. The 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 when the plants reach leaf/flowering stage, but preferably prior to seed head formation, in early summer, 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 EPA requires a permit for the application of pesticides on or near water bodies. HLR 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 persons 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.

HAMPTON, LENZINI AND RENWICK, INC. | PROPOSAL

- **Mechanical Invasive Control:** Mechanical control includes cutting, mowing and/or the digging up of 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 and 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:** Site assessments and reporting will include a floristic quality inventory for the 59th Street, 2nd and Cumnor, Lacey Creek and Grove Street sites. The St. Joseph's Creek sites are extremely degraded, and we believe resources can be better spent on other activities for this site. Each site, including the St. Joseph's Creek sites, will have all site work memorialized in an annual report, detailing site conditions, activities conducted, and future recommended activities.

HAMPTON, LENZINI AND RENWICK, INC. | PROPOSAL

PROJECT LOCATIONS

59th Street Bio-Retention Facility

Site Location: Between two residential lots lies an under-drained bio-retention facility, currently dominated by native forbs and grasses.

Proposed Work: While the need to maintain the functionality of this site is of high priority because of its location it is important that the aesthetic appeal of this facility is maintained throughout the seasons, in order to provide value to the neighborhood, especially to the adjacent homes. To accomplish this, showy forbs and grasses are encouraged to provide a variety of colors and textures to the area.



Several quality species are already 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, wild carrot, and penny cress will provide additional support for this system. Following these methods, a floristic quality assessment will be conducted for the site in order to more accurately document the sites success.

Due to the location of the facility, similar to the rain gardens, this area is subject to accumulate an abundance of leaf litter and debris from neighboring lots. The collection of this debris will require monitoring and frequent clearing to maintain its aesthetic appeal while keeping unnecessary elements out of any water flowing out of the system during heavy rain events.

Equipment Usage:

- STIHL SG20 backpack sprayers
- STIHL FS 250-Z Brushcutter
- STIHL FS 130-Z Brushcutter

Fee Schedule and Estimated Man Hours:

59 th Street Bio-Retention Facility	
Task – Man Hours	Costs
Site Assessment and Reporting- 14 hours	\$910.00
Site Inspections- 8 inspections- 24 hours	\$1,680.00
Native Over-Seeding- Provided and Installed- 4 hours	\$650.00
59th Street Bio-Retention Facility Total	\$3,240.00

Overall Not-to-Exceed Cost: \$3,240.00

HAMPTON, LENZINI AND RENWICK, INC. | PROPOSAL

2nd & Cumnor Storm Water Facility

Site Location: This 1.5 acre Storm Water Facility is located around multiple residents and adjacent to a community playground. It is densely vegetated with native prairie species along all slopes of the basin.

Proposed Work: Presence of species such as, wild bergamot, coneflower, switch grass and bluestem show the area has some native character. During a site visit, invasive species of thistle, teasel, burdock, wild carrot, pennycress and garlic mustard were observed. Reed canary grass was also observed within the northeast corner of the facility; removal of invasive species through spot treatments and hand removal will limit their spread throughout the site. Seasonal mowing and cutting of invasive species will be conducted as needed.



The bottom of the basin is dominated by native wetland species. Additional plantings of natives such as pickerelweed and arrowhead will increase plant diversity while adding additional visual appeal for nearby residents. These species also provide additional food and cover for a variety of wetland amphibians, reptiles and waterfowl. The basin bottom will be monitored for any presence of invasive wetland species such as cattail and common reed throughout the seasons and treated by hand wicking as needed.

Despite the establishment of native species, several areas are sparsely vegetated or failed to establish, especially along the asphalt pedestrian pathway on the southern boundaries. These strips appear to have accumulated heavy leaf litter, either through wind deposits or by possible dumping from residents. This area will also benefit from over-seeding a custom seed mix, composed primarily of grasses, due to the already high presence of forbs. Removal of invasive species will be conducted as needed in these areas.

The rain garden located at the south side of the facility is also subject to heavy leaf litter debris and is more sparsely vegetated with native prairie species such as foxglove beardtongue and swamp milkweed. Some areas consist of exposed turf reinforcement matting; additional over-seeding, with a balance of grasses and forbs, would benefit this area following the removal of debris. Removal of invasive species will be conducted as needed either by hand weeding or herbicide application. Following these methods, a floristic quality assessment will be conducted for the site in order to more accurately document the sites success.

We are proposing to seed the buffalo grass buffer areas with blue grama grass (*Bouteloua gracilis*). It is similar to sideoats grama (*Bouteloua curtipendula*). Blue grama grass is a native turf grass alternative, that is a warm season, low growing, drought tolerant species.

We have prepared a suggested alternative to re-seeding the buffalo grass area. The problem area is a high traffic and high visibility area that is very compact. These factors allow us to focus our efforts in ways that are not possible in larger naturalized areas. The high traffic and visibility of this area also allows for unique education opportunities that should be utilized to the fullest extent possible. Our planting plan is designed to maximize the benefits and opportunities afforded within these distinctive criteria.

We are proposing to use the stormwater facility as an education tool, by showcasing individual species to educate the public. Intermixing these showcase areas within the naturalized ecosystem of native plants will allow residents of the Village of Downers Grove to identify the native species in their natural habitat. The showcase species will be labeled with UV stable plastic engraved name plates, including common and Latin names and will be planted in groupings together to be prominent in the naturalized landscape. Groupings will include three to five one gallon sized live plants, to be easily identified by residents.

HAMPTON, LENZINI AND RENWICK, INC. | PROPOSAL

Equipment Usage:

- STIHL FS 250-Z Brushcutter
- STIHL FS 130-Z Brushcutter
- STIHL SG20 backpack sprayers

Fee Schedule and Estimated Man Hours:

2nd & Cumnor Storm Water Facility	
Task – Man Hours	Costs
Site Assessment and Reporting - 24 hours	\$1,560.00
Site Inspections- 8 inspections - 64 hours	\$4,880.00
Native Over-Seeding- Provided and Installed- 10 hours	\$2,300.00
Buffalo Grass Area Re-seed- Provided and Installed - 4 hours	\$850.00
Alternative- Showcase Plantings in place of Blue Grama Grass	*\$1,850.00
2nd & Cumnor Storm Water Facility Total	\$9,590.00

Overall Not-to-Exceed Cost: \$9,590.00 or Alternative with Showcase Plantings of \$10,590.00

HAMPTON, LENZINI AND RENWICK, INC. | PROPOSAL

Lacey Creek, South of Barneswood Drive

Site Location: This narrow stream corridor, winding between resident back lots, features steep slopes with heavy native tall grass vegetation along its southern bank.

Proposed Work: Already a fairly diverse community, this southern slope is sparsely vegetated in areas with minor presence of teasel and garlic mustard. The appealing marsh marigold has spread along the lower half of the bank, closest to the water's edge, to offer a very vibrant yellow once it blossoms. Similar to the Storm Water Facility, there is evidence of lawn clippings and leaf litter within portions of this stream bank, effectively prohibiting some of the native species ability to grow. Removal of this is important for continued native plant growth. The south side of the creek will benefit most from selective weed treatment and removal, as well as seasonal cutting of dead standing material.

The north bank includes a level floodplain which is heavily dominated by more marsh marigold, eventually climbing to a steep slope up to the neighboring property boundaries. These slopes are subject to increased erosion and though the extent of which is currently minor, few species have successfully taken root. Monitoring these eroded sections is a higher priority along with increasing plant diversity and coverage. We are recommending an over-seed for the north bank, to increase native grass coverage and prevent erosion. Leaf litter deposits by residents should be discouraged. The seed production of existing plants will prove sufficient for the south areas to establish deep rooted species that help to minimize future erosion. Leaf litter removal via a prescribed burn may be recommended in future seasons to promote and maintain optimal conditions.

In addition to over-seeding and invasive treatment and removal, we propose the installation of a few wetland species, such as river bulrush, to be plugged in throughout the lower banks among the marsh marigold to further increase species diversity and provide more cover and habitat for visiting wildlife while assisting in the stabilization of the creek edges. Following these methods, a floristic quality assessment will be conducted for the site in order to more accurately document the sites success.



HAMPTON, LENZINI AND RENWICK, INC. | PROPOSAL

Equipment Usage:

- STIHL FS 250-Z Brushcutter
- STIHL FS 130-Z Brushcutter
- STIHL SG20 backpack sprayers

Fee Schedule and Estimated Man Hours:

Lacey Creek, South of Barneswood Drive	
Task – Man Hours	Costs
Site Assessment and Reporting - 20 hours	\$1,250.00
Site Inspections- 8 inspections - 48 hours	\$3,120.00
Native Over-Seeding- Provided and Installed- 6 hours	\$650.00
Live Plan Install – 6 hours	\$650.00
Lacey Creek Total	\$5,670.00

Overall Not-to-Exceed Cost: \$5,670.00

HAMPTON, LENZINI AND RENWICK, INC. | PROPOSAL

Grove Street Rain Garden

Site Location: Two lightly planted and mulched rain gardens on the north side of Grove Street, are located directly adjacent to the egress drive of the neighboring parking lot.

Proposed Work: 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 on site, 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 to the public 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, in order to sway traffic out and 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 sites 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 of Downer's Grove.

Equipment Usage:

- STIHL FS 250-Z Brushcutter
- STIHL FS 130-Z Brushcutter
- STIHL SG20 backpack sprayers



HAMPTON, LENZINI AND RENWICK, INC. | PROPOSAL

Fee Schedule and Estimated Man Hours:

Grove Street Rain Garden	
Task – Man Hours	Costs
Site Assessment and Reporting - 10 hours	\$640.00
Site Inspections- 8 inspections - 24 hours	\$1,560.00
Native Planting - 6 hours	\$400.00
Mulch – 8 hours	\$520.00
Grove Street Rain Garden Total	\$3,120.00

Overall Not-to-Exceed Cost: \$3,120.00

HAMPTON, LENZINI AND RENWICK, INC. | PROPOSAL

Village Owned Parcels at Grand, Hill and 55th

Site maintenance would include herbicide of forbaceous invasive plants, and herbicide of small woody invasives. The proposed alternative includes cutting and chipping of woody invasives on site. We anticipate being able to clear the areas of material less than 3 inch diameter at breast height. The alternative also includes clearing of woody debris in the stream that is possible to be removed without the use of heavy machinery. Material removed from the stream will either be chipped, or if it is too water logged for the chipper, it will be stockpiled in an area where it will not pose a risk of moving down stream.

North Parcel: The smaller of the two sections features very steep slopes along the creek bank, dominated by numerous and 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 from site 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.



South Parcel: This large wooded floodplain surrounding the section of St. Joseph's Creek is 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 will be needed to free this area of its invasive resident species. The resulting cut brush will be removed from the area or chipped on site 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 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 propose future seeding and installing live plants to bring in and establish a native herbaceous layer within the understory. These native species will out compete any weedy species once established.



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 propose future seeding and installing live plants to bring in and establish a native herbaceous layer within the understory. These native species will out compete any weedy species once established.

Equipment Usage:

- STIHL FS 250-Z Brushcutter
- STIHL FS 130-Z Brushcutter
- STIHL SG20 backpack sprayers
- Chainsaws
- Chipper
- John Deere 625i Gator

HAMPTON, LENZINI AND RENWICK, INC. | PROPOSAL

Fee Schedule and Estimated Man Hours:

Village Owned Parcels at Grand, Hill and 55 th	
Task – Man Hours	Costs
Site Assessment and Reporting - No FQI	\$450.00
Site Inspections- 8 inspections - 45 hours	\$2,900.00
Alternatives	
Mechanical Woody Invasive Removal - 96 hours	\$6,240.00
Debris / Creek Clearing - 48 hours	\$3,120.00
Village Owned Parcels at Grand, Hill and 55 th	\$3,350.00

Overall Not-to-Exceed Cost: \$3,350.00 or Alternatives of \$12,710.00

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:

Hampton, Lenzini and Renwick, Inc.
Company Name

Date: April 23, 2014

380 Shepard Drive
Street Address of Company

espolar@hlreng.com
Email Address

Elgin, Illinois 60123
City, State, Zip

Erica Spolar
Contact Name (Print)

(847) 697-6700
Business Phone

(847) 997-1211
24-Hour Telephone

(847) 697-6753
Fax

Erica Spolar
Signature of Officer, Partner or Sole Proprietor

Erica Spolar, Vice President
Print Name & Title

ATTEST: If a Corporation

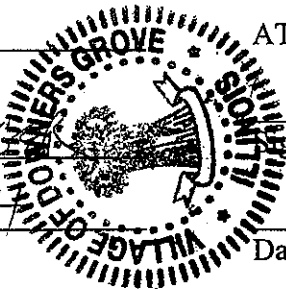
Douglas Parker
Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Douglas Parker
Authorized Signature

ATTEST:

VILLAGE MANAGER
Title



Linda J Brown
Signature of Village Clerk deputy

June 10, 2014
Date

June 10, 2014
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.

*on consent agenda
June 3, 2014
\$ 39324*

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 DriveCITY: ElginSTATE: IllinoisZIP: 60123PHONE: (847) 697-6700 FAX: (847) 697-6753TAX 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	<input type="checkbox"/> Limited Liability Company - Individual/Sole Proprietor
Sole Proprietor	<input type="checkbox"/> Limited Liability Company-Partnership
Partnership	<input type="checkbox"/> Limited Liability Company-Corporation
Medical	<input checked="" type="checkbox"/> Corporation
Charitable/Nonprofit	<input type="checkbox"/> Government Agency

SIGNATURE: DATE: 4/23/2014

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to 2014 Native Landscape and Natural Areas Maintenance & Monitoring, Proposer Hampton, Lenzini and Renwick, Inc. hereby certifies
 (Name of Project) (Name of Proposer)

the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that 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. H. Luk
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 7th day of April, 2014

Patti Aguilar
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: Diane Lukas

Secretary: Douglas Paulus

Treasurer: ReJena Lyon

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 H. Hinkston, C.E.O.

Signature: 

Date: April 23, 2014

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 

Company Name Hampton, Lenzini and Renwick, Inc.

Title C.E.O.

Date April 23, 2014

<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
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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 H. Hinkston Title of Official: C.E.O.

Date: April 23, 2014

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.

David H. Hinkston
Signature

David H. 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