

VILLAGE OF DOWNERS GROVE
Report for the Village
4/17/2018

SUBJECT:	SUBMITTED BY:
Belmont Pollinator Plantings	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the application of a meadow mix for the Belmont Pollinator Plantings to Hampton, Lenzini and Renwick, Inc (HLR) of Elgin, Illinois in the amount of \$16,068.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Steward of Financial, Environmental and Neighborhood Sustainability*.

FISCAL IMPACT

The FY18 budget includes \$27,000 in the Capital Projects Fund (Page 4-17, Line 20) for this project.

RECOMMENDATION

Approval on the April 17, 2018 consent agenda.

BACKGROUND

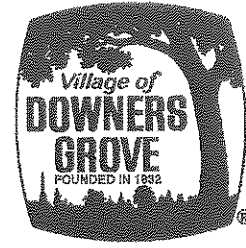
A Commonwealth Edison Openlands grant for \$10,000 was awarded to the Village in 2017. The grant is for 50% of the cost of pollinator plantings to be located on Village property at Belmont and Warren Avenues, adjacent to the Belmont train station. A meadow mix will provide the base of the garden. Planned additions to the garden include educational signage, mowed walking paths, and flowering accent areas.

The area will provide visibility to natural plantings and educate residents and commuters on natural plantings. Besides attracting and providing a habitat for pollinators, additional benefits include improved water and air quality, increased habitat and biodiversity, and reduced need for pesticides, herbicides, and mowing.

Five companies responded to the initial call for bid. The scope of work included seeding only the west traffic loop with three years of maintenance and monitoring. A revised bid was requested to expand the scope to the east loop. Two companies responded to the second request with HLR being the low bidder. HLR has performed similar work for the Village in 2014, 2015 and 2016 with good results.

ATTACHMENTS

Contract
Contractor Evaluation



Proposal

Belmont Pollinator Garden

March 16, 2018



Prepared for:

Ms. Susan Quasney
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

Submitted by:

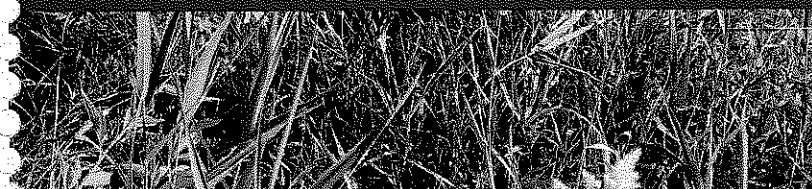
Hampton, Lenzini and Renwick, Inc. (HLR)
380 Shepard Drive
Elgin, Illinois 60123
Ph. (847) 697-6700
Fax (847) 697-6753

Questions can be directed to:

Karen Kase
Natural Resources Manager
Ph. (847) 697-6700
kkase@hlreng.com



Work Hard • Have Fun • Give Back





Hampton, Lenzini and Renwick, Inc.

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

March 16, 2018

Ms. Susan Quasney
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

RE: Request for Proposal – Belmont Pollinator Garden

Dear Ms. Quasney:

Creation of natural areas within the Village of Downers Grove improves: water quality, floristic quality and diversity, flood storage, sediment trapping, soil stabilization, nutrient removal and retention, and wildlife habitat – benefitting the community and its residents.

Our firm has provided similar services for many public agencies and municipalities. We understand how to create and manage the natural areas in the best and most economical manner possible. Since the site is highly visible due to its association with the train station, it will require an additional aesthetic standard of care not required with other native management sites. This standard of care will include frequent inspections, preventing the establishment of invasive species to the newly installed garden, a high level of awareness and professionalism onsite, and close attention to detail. We are committed to continuing education for our staff, ensuring that we are up to date on the newest invasive species to the area and the most effective means of control.

Thank you for the opportunity to submit our qualifications. We have read and understand the scope of services and agree to the terms and conditions included in the bid documents. We have prepared a Statement of Qualifications to demonstrate our knowledge, expertise, and experience working on similar sites.

We would welcome the opportunity to partner with Village staff and stakeholders once again to continue improving the Village natural areas and make this project a success. If you have any questions or comments regarding our proposal, please contact me at 847-697-6700 or espolar@hlreng.com.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

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

Erica Spolar
Executive Vice President

SECTION I: PROJECT UNDERSTANDING + APPROACH



Our environmental team inspected the Belmont Pollinator Garden site at the corner of Belmont Road and Burlington Avenue and based maintenance needs on its current condition. This project includes conversion of turf grass to a Pollinator Garden followed by the control of invasive plant species.

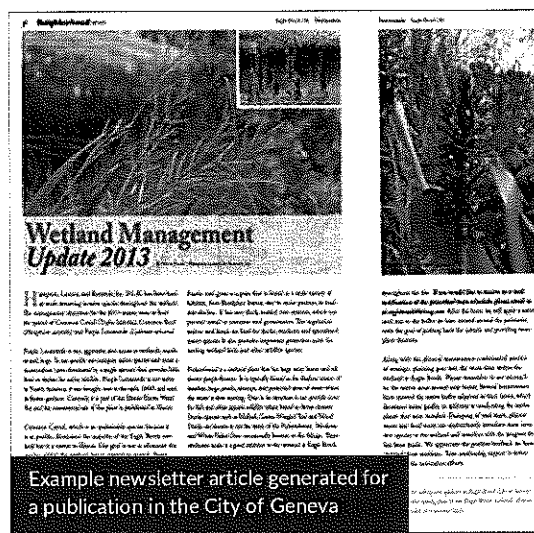
In the following sections, we have outlined the maintenance strategies for the site. Management costs presented in this document will include costs for obtaining permits associated with herbicide applications. Tables summarizing specific tasks and annual costs are provided. We have worked on a variety of projects similar to those outlined in the bid documents. Based on our understanding, we feel the following qualities differentiate us and will result in a successful project completion:

Communication and Coordination

We understand the importance of accurate and thorough communication with the client and surrounding community regarding native management projects. This constant communication involves regular contact with the Village via phone and email to discuss schedule and status. In addition, on-site progress meetings will be arranged as needed.

For this coordination to be effective, it is important to have a highly-trained native area management team that understands what it takes to properly represent the best interests of the community and environment. Our environmental staff has worked extensively in this capacity and each member holds a four-year degree. This allows them to communicate ecological principles in an easy-to-understand way.

HLR regularly writes and submits articles to community newsletters regarding maintenance activities that occur on-site, as well as educational articles focusing on the plants and animals that make the natural areas their home. We can also provide further community outreach for the Village which includes developing newsletter articles, website postings, and coordinating volunteer events. It is our goal to educate the public and help them become aware of the many ecological benefits of maintaining native area sites.



Responsiveness

At HLR, addressing the client's individual needs is our top priority. Our proposed team is always available by phone or email and has a proven track record of being responsive to our clients and their residents. Our Project Manager is known for accepting phone calls from active residents throughout the year looking to receive and give updates on our projects.

Availability

We understand the importance of scheduling, having supplies on hand, and working around unpredictable weather. We pride ourselves on being flexible and adaptable with staffing and scheduling. We constantly assess our sites and adapt the management plans accordingly, resulting in the most environmentally-beneficial outcome, and keep our clients informed every step of the way.

Experience

All of our team members are qualified biologists with significant experience in plant and tree identification, invasive species control, maintenance techniques, erosion control measures, and permitting requirements.

SECTION I: PROJECT UNDERSTANDING + APPROACH



Management

Our staff is composed of environmental professionals trained in natural area assessment, proper management techniques, plant identification, and invasive species control methods. This extensive training ensures that the correct procedures are followed, providing an environmentally safe and ecologically-efficient result. The most effective treatment, based on ecological and economic factors, will be implemented. Our team proposes a combination of mechanical removal, herbiciding, and enhancement. The topics below describe our approach to native area management:

- **Site Visits:** The site will be assessed up to six times throughout the season to determine a course of action to continue its restoration. Inspections will include: removal of any trash or debris, vegetation growth assessment, and an assessment of weedy/invasive vegetation. If weedy plant species are present, visits may include hand removal of undesirable plants, some woody plant or branch removal, or any of the services listed below.
- **Chemical Invasive Control:** Herbicide can be a very effective means of controlling invasive species. Plant communities will be monitored for invasive species including, but not limited to: purple loosestrife, reed canary grass, garlic mustard, crown vetch, burdock, and common reed. If populations of these species appear or begin to increase, they will be controlled by "wick" or directed (shielded spray) application of an approved systemic herbicide. This will be done when plants reach leaf/flowering stage in early summer, but preferably prior to seed head formation, with the following exceptions: (1) common reed is best controlled during the flowering stage in late summer; (2) reed canary grass is best controlled in spring, just prior to flowering (around May 15) or in the fall. Inspections for invasive species will be conducted early in the growing season (between May 1 and June 1).

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

SECTION I: PROJECT UNDERSTANDING + APPROACH

Management (continued)

- **Mechanical Invasive Control:** Mechanical control includes cutting, mowing, and/or the digging up individual plants by hand, with the intention of impeding a plant from reproducing by seed. Cutting or mowing close to the ground (weed-eater or hand-scythe) is an effective means of control for annual species and may be implemented in select areas of the site. Prairie mowing will only be conducted if needed. 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 removed, but does not damage native plants.
- **Enhancement:** Enhancement by addition of seed may be recommended. The site-specific 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.

Equipment Provided In-House

HLR can provide chemical invasive control and mechanical invasive control with our own equipment. Prescribed burning services will be provided by TGF Forestry. Below is a list of the equipment HLR has in-house:

- Artic Cat 366 4x4 (ATV)
- BCS 740 (Mower)
- John Deere 625i XUV 4x4 (Gator)
- 49818 Rondo Trailer (Little Trailer)
- 48316 Rondo Trailer (Big Trailer)
- Pacific Hydrostar 1.5" Gasoline Powered Clear Water Pump
- STIHL FS 250-Z Brushcutter

SECTION II: STAFFING



Karen Kase, our Natural Resource Manager, has 12-years of experience in native area management. She will serve as the Project Manager and provide oversight of the 2018 Belmont Pollinator Garden Project.



Each of our proposed staff has worked directly on each project in our references. Karen is the Project Manager for all our restoration projects. She works with the client on scoping, manages the schedule, budgets and staffing, as well as providing on-site technical guidance for complex issues. Pat provides USACE permitting and monitoring for project and is assisted by Alicia, Kristin, or Erin in data collection and report preparation. Alicia will serve as the on-site supervisor. She will work alongside the crew, direct the work, and provide quality control. Kristin and Erin are Crew Leaders that will be on-site each day. They may be assisted by Restoration Technicians; however, our entire proposed team is knowledgeable about the sites in the Village of Downers Grove, the site goals, and scopes of work. Resumes may be provided upon request.

Name/Registrations/Title	Years of Experience/ @ Firm	County/Municipal Project Experience
Karen Kase PWS, CPESC, Illinois Licensed Pesticide2 Applicator, CWS, Certified Arborist, DECI /Natural Resources Manager	12/7	Project Manager for all native area management sites, responsible for client contact and ensuring all site work is completed to the satisfaction of the client and within budget. 12-years of experience completing USACE monitoring and management, design of USACE wetland mitigation facilities, and native ecological restoration for public agencies.
Pat Hickey Illinois Licensed Pesticide Applicator, PWS, CWS, Certified Arborist, DECI /Senior Biologist	26/3	Has completed over 20 DuPage County and USACE monitoring reports. Has developed and overseen over 20 management plans for DuPage County and USACE permit requirements.
Alicia Dyer Illinois Licensed Pesticide Applicator, CWS, Certified Arborist, DECI /Natural Area Coordinator – Biologist, Crew Leader	8/6	Manages field crew for native ecological restoration and native landscape construction for all clients listed under project experience. Has experience collecting data for DuPage and USACE monitoring reports. Assists with scheduling, on site supervision, technical guidance, landscape construction.
Erin Cox Illinois Licensed Pesticide Operator/ Biologist, Crew Leader	2/2	Manages field crew for native ecological restoration and native landscape construction for clients listed under project experience. Has experience collecting data for DuPage and USACE monitoring reports.
Kristin Dykema Illinois Licensed Pesticide Operator/Biologist, Crew Leader	2/2	Manages field crew related to native ecological restoration and native landscape construction for all clients listed under project experience. Experience collecting data for DuPage and USACE monitoring reports.

SECTION III: FIRM INFORMATION

Past performance is the best indicator of how a team will perform. We have highlighted a selection of nine projects that are similar to the scope of work anticipated for the Downers Grove site.

Project / Client	Fountainview Conversion Carol Stream Park District
Scope of Work / Client POC	Conversion of turf grass area to native prairie. Management of invasive species promoting native plant growth, improved wildlife habitat, and improved aesthetics. Mr. William Rosenberg, <i>Director of Parks, Facilities, Production, & Safety</i> 630-784-6163
Project Team	Karen Kase – <i>Natural Resources Manager</i> ; Alicia Dyner – <i>Restoration Coordinator</i> ; Kristin Dykema – <i>Restoration Technician</i> ; Erin Cox – <i>Restoration Technician</i>
Fee / Year	\$5,000 / year / 2015-present

Project / Client	Detention Basin Naturalization Program City of Elgin
Scope of Work / Client POC	Retrofit and naturalization of 2 detention basins. Management of invasive species promoting native plant growth, improved wildlife habitat, and improved aesthetics. Mr. Eric Weiss, <i>Interim Utilities Director</i> 847-931-6159
Project Team	Karen Kase – <i>Natural Resources Manager</i> ; Alicia Dyner – <i>Restoration Coordinator</i> ; Kristin Dykema – <i>Restoration Technician</i> ; Erin Cox – <i>Restoration Technician</i>
Fee / Year	\$50,000 / year / 2015-present

Project / Client	Multiple Sites (9) Village of Downers Grove
Scope of Work / Client POC	Management of invasive species to promote native plant growth, improve wildlife habitat, improve water quality and water retention, improve aesthetics, and promote public outreach. USACE monitoring report for Valley View site and annual monitoring reports for other sites. Mr. John Welch, <i>Assistant Director of Public Works</i> 630-434-5461
Project Team	Karen Kase – <i>Natural Resources Manager</i> ; Pat Hickey – <i>Senior Environmental Scientist</i> ; Alicia Dyner – <i>Restoration Coordinator</i> ; Kristin Dykema – <i>Restoration Technician</i> ; Erin Cox – <i>Restoration Technician</i>
Fee / Year	\$35,000 per year / 2014 - present

Project / Client	Multiple Sites (37) DuPage County- Division of Transportation, Public Works Department, and Stormwater Management Department
Scope of Work / Client POC	Management of invasive species to promote native plant growth, improve wildlife habitat, reduce erosion along steep slopes, enhance stormwater management, and improve aesthetics. Ms. Jenna Fahey, <i>Wetland Supervisor</i> 630-407-6728
Project Team	Karen Kase – <i>Natural Resources Manager</i> ; Alicia Dyner – <i>Restoration Coordinator</i> ; Kristin Dykema – <i>Restoration Technician</i> ; Erin Cox – <i>Restoration Technician</i>
Fee / Year	\$95,000 / year / 2014-2017

SECTION III: FIRM INFORMATION

Project / Client	Highway Facility Detention Basin Wayne Township Road District
Scope of Work / Client POC	Management of invasive species promoting native plant growth, improved wildlife habitat, and improved aesthetics for DuPage County Permit compliance. Mr. Martin McManamon, Highway Commissioner 630-231-4923
Project Team	Karen Kase – Natural Resources Manager, Alicia Dyner – Restoration Coordinator, Kristin Dykema – Restoration Technician, Erin Cox – Restoration Technician
Fee / Year	\$4,000 / year / 2014-present

Project / Client	Multiple Sites (11) Fox Valley Park District
Scope of Work / Client POC	Management of invasive species promoting native plant growth, improved wildlife habitat, improved water quality, and improved aesthetics. Annual monitoring reports. Mr. John Kramer, Director of Parks Operations 630-897-0516
Project Team	Karen Kase – Natural Resources Manager, Alicia Dyner – Restoration Coordinator, Kristin Dykema – Restoration Technician, Erin Cox – Restoration Technician
Fee / Year	\$110,000 / year / 2013-present

Project / Client	Multiple Sites (19) Village of Streamwood
Scope of Work / Client POC	Management of invasive species promoting native plant growth, improved wildlife habitat, and improved aesthetics. Mr. Matt Mann, Village Engineer 630-736-3850
Project Team	Karen Kase – Natural Resources Manager, Alicia Dyner – Restoration Coordinator, Kristin Dykema – Restoration Technician, Erin Cox – Restoration Technician
Fee / Year	\$65,000 per year / 2013-present

Project / Client	Multiple Sites (9) South Elgin Park District
Scope of Work / Client POC	Management of invasive species promoting native plant growth, improved wildlife habitat, and improved aesthetics. Ms. Kim Wascher, Director of Parks and Recreation 847-622-0003
Project Team	Karen Kase – Natural Resources Manager, Alicia Dyner – Restoration Coordinator, Kristin Dykema – Restoration Technician, Erin Cox – Restoration Technician
Fee / Year	\$50,000 / year / 2011-present

Project / Client	Orchard Road Wetland Mitigation Kendall County Highway Department
Scope of Work / Client POC	HLR designed and is executing a management plan for invasive species removal and enhancement of existing native species. Mr. Fran Klaas, Director 630-553-7616
Project Team	Karen Kase – Natural Resources Manager, Alicia Dyner – Restoration Coordinator, Kristin Dykema – Restoration Technician, Erin Cox – Restoration Technician
Fee / Year	\$4,000 / year / 2011-present

SECTION III: FIRM INFORMATION



For over 50 years, HLR has been working with communities to design vibrant places for people to live, work, and play. Our team is full of smart, driven people with an impressive range of experience, achievements, and backgrounds.

When it comes to approach, we look at things differently than other firms because we know that every project is unique, and every client deserves their own solution. If selected for this contract, our team will work with Village staff and stakeholders to understand your needs, the goals of each project, and figure out the best way to bring it all to life without a cookie-cutter approach.

Below, and in the following pages, we have provided additional details on who we are, what we do, and how we excel:

Firm Management Structure

HLR is an employee-owned firm based in Elgin, Illinois. In the fall of 2015, HLR acquired Lamac Engineering, Inc., based out of Mt. Carmel, Illinois. Lamac has a long and successful history, providing engineering services since 1938. By joining forces, we are able to offer our clients superior customer service and a broad range of engineering expertise.

ReJena Lyon currently serves as the company's President/CEO. The firm is led by a five-person Board of Directors and five additional officers of the company. Their names and roles are listed below. Because our employees are our owners, we have an added sense of responsibility to ensure that our clients' needs are met, and they are satisfied with the results.

- ReJena Lyon, PE, PLS – CEO/President
- Erica Spolar – Executive Vice President
- Steve Megginson, PE, SE – Vice President
- Austin Ridgley, PLS – Vice President
- Randall Newkirk, PE, CFM – Corporate Secretary
- Amy McSwane, PE – Corporate Treasurer

Office Locations

We have four office locations throughout Illinois, making us big enough to handle the largest projects, yet we're small enough to never lose sight of the personal relationships we make. The work under this contract will be completed out of our Headquarters Office in Elgin.

Headquarters	South Suburban Branch	Central Illinois Office	Southern Illinois Office
380 Shepard Drive Elgin, IL 60123 Tel. (847) 697-6700 Fax (847) 697-6753	6825 Hobson Valley Dr., #302 Woodridge, IL 60517 Tel. (847) 697-6700 Fax (847) 697-6753	3085 Stevenson Drive, #201 Springfield, IL 62703 Tel. (217) 546-3400 Fax (217) 546-8116	323 West 3rd Street Mount Carmel, IL 62863 Tel (618) 262-8651 Fax (618) 263-3327

Contact Person

The contact person for this contract will be Karen Kase, our Natural Resources Manager. Karen can be reached on her cell phone at (224) 558-0021.

Insurance

HLR carries Professional Liability Insurance as well as General, Auto, Workmen's Comp & Employee Liability coverage. A certificate of insurance will be provided upon request.

SECTION III: FIRM INFORMATION

Services Provided In-House

HLR offers a wide range of services to meet our clients' needs on a variety of projects from streetscape and multi-use path upgrades to utility and native area enhancements. Our team regularly works with municipalities and IDOT Local Roads to coordinate agency projects and deliver improvements to local communities. The following is a list of services provided by HLR:

Preliminary Engineering

- Feasibility Studies
- Public Involvement
- Intersection Design Studies
- Federal-Aid Documentation/Reports
- Grant Applications & Assistance

Design Engineering

- Roadway/Stormwater Improvements
- Lighting Evaluation & Design
- Development Plan Review
- ADA-Compliant Design and Planning
- Pavement Evaluation/Maintenance

Construction Engineering

- Construction Observation
- Public Relations/Coordination
- Erosion and Sediment Control
- Schedule & Cost Management
- Documentation/ICORS

Structural Engineering

- Bridge, Culvert and Retaining Wall Design
- Foundation Design
- Structure Inspections & Assessments
- Bridge Evaluation & Planning

Traffic Engineering

- Traffic Signal/Interconnect Design
- Optimization/Re-Optimization
- Signal Coordination and Timing
- Temporary Signal Timings
- Traffic/Speed/Safety Studies

Land Surveying and Acquisition

- Topographic/Route/Boundary Surveys
- Right-of-Way Surveys and Plats
- ALTA/NSPS Land Title Surveys
- Drone Surveys
- Appraisals and Negotiations

GIS Services

- Asset Management
- Utility Mapping
- System Modeling
- Database Design
- Training

Environmental Services

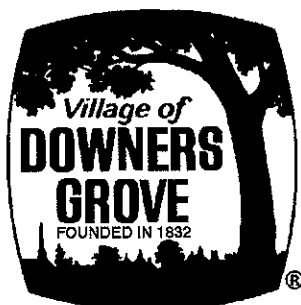
- NPDES Documentation
- Native Area Management
- Wetland Delineations/Permitting
- Green Infrastructure Design/Build
- CCDD, Air, and Noise Analysis

Water/Wastewater

- Ground/Surface Water Source Design
- Treatment Plant/Collection Systems
- Hydraulic Distribution Modeling
- Telemetry & Control System Design
- Pump and Lift Stations

BID DOCUMENTS

Village of Downers Grove

**CALL FOR BIDS**

- I. Name of Company Bidding: Hampton, Lenzini and Renwick, Inc.
- II. Instructions and Specifications:
- A. Bid No.: SW-082
 - B. For: BELMONT POLLINATOR GARDEN
 - C. Bid Opening Date/Time: THURSDAY MARCH 8, 2018 @ 10:00AM
 - D. Pre-Bid Conference Date/Time: THURSDAY MARCH 1, 2018 @ 10AM (OPTIONAL)
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVE., DOWNERS GROVE, IL 60515
 - F. CONTRACT DOCUMENTS FOR PICKUP AT THE PUBLIC WORKS BUILDING, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- G. Bid Deposit: 5%
 - H. Letter of Capability of Acquiring Performance Bond: Yes
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: NO
 - B. Certificate of Insurance: Required

Legal Advertisement Published: Thursday February 22nd, 2018

This document comprises 35 pages

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

SUSAN QUASNEY
STAFF ENGINEER II
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5564
FAX: 630/434-5495

Village of Downers Grove

CALL FOR BIDS**Bid No.: SW-082**

The VILLAGE OF DOWNERS GROVE will receive bids 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 BID IS DUE.

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

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

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Bidders MUST submit an original, and two (2) paper copies of the total Bid. Upon formal award of the Bid, the successful Bidder will receive a copy of the executed contract.

Village of Downers Grove

I. CALL FOR BIDS**1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Bids up to **MARCH 8, 2018@10:00 AM**
- 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder’s completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the “Village of Downers Grove, ATTN: Susan Quasney” in a sealed envelope marked "SEALED BID for Belmont Pollinator Garden". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

Village of Downers Grove

- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.
- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 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 Bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract

Village of Downers Grove

Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, 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.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.

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- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid 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 Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 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-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.
- 3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

4. BID SUBMISSION

- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.
- 4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.
- 4.3 Bids shall be publicly opened at the hour and place indicated above.

5. BID MODIFICATION OR WITHDRAWAL

- 5.1 A Bid 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 Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for

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submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.

- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

6. BID REJECTION

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.

7. BIDDER COMPETENCY

- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

8. BIDDER DISQUALIFICATION

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
 - 8.1.2 Evidence of collusion among Bidders.
 - 8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.
 - 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
 - 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
 - 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
 - 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
 - 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

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- 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
- 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
- 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and

9. BASIS OF AWARD

- 9.1 The Village reserves the exclusive right to accept or reject any and all Bids or to waive sections, technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.

10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

- 11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

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12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

12.3 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. SECURITY FOR PERFORMANCE

13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers.

14. TAX EXEMPTION

14.1 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 number will also be provided to the selected Bidder.

15. RESERVED RIGHTS

15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids 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 Bids, however, will not be waived.

16. CATALOGS AND SHOP DRAWINGS

16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.

17. TRADE NAMES AND SUBSTITUTIONS

17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

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II. TERMS AND CONDITIONS**18. VILLAGE ORDINANCES**

- 18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

- 19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. HOURS OF WORK

- 20.1 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. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation.

21. PERMITS AND LICENSES

- 21.1 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.

22. INSPECTION

- 22.1 The Village shall have a 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.

23. DELIVERIES

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

24. SPECIAL HANDLING

- 24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor 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. Contractor 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.

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25. NONDISCRIMINATION

25.1 Contractor shall, as a party to a public contract:

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

25.1.2 By submission of this Bid, the Contractor 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 Bid.

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

26. SEXUAL HARASSMENT POLICY

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

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the Contractor's internal complaint process including penalties;

26.1.5 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

26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

27. EQUAL EMPLOYMENT OPPORTUNITY

27.1 In the event of the Contractor'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 Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of

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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 Contractor agrees as follows:

- 27.1.1 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.
- 27.1.2 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.
- 27.1.3 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.
- 27.1.4 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 Contractor'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 Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 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.

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27.1.7 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 Contractor 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 Contractor 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.

28. DRUG FREE WORK PLACE

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

28.1.1 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 Contractor'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.

28.1.2 Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Village's or Contractor'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.

28.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

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28.1.6 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.

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor 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, Contractor 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.

30. PREVAILING WAGE ACT

The Prevailing Wage Act is not applicable to this contract.

31. PATRIOT ACT COMPLIANCE

31.1 The Contractor 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 Contractor further represents and warrants to the Village that the it 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 Contractor 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.

32. INSURANCE REQUIREMENTS

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

Workers Compensation	\$500,000	Statutory
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Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident

- 32.2 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".
- 32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 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.
- 32.6 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, its officers, officials, employees and volunteers" as well as the "Downers Grove Park District, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by

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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.

32.8 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.

32.9 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, 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 Contractor, its employees, or its subcontractors.

33.2 The Contractor 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 Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor 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 Contractor, its employees, or its subcontractors.

34. SUBLETTING OF CONTRACT

34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his

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obligation or change the terms of this Contract.

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

35. TERMINATION OF CONTRACT

35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.

35.2 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 it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

36.1 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's 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 Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor 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.

36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor 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 it.

36.3 As 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.

36.4 Please send all invoices to the attention of: Village of Downers Grove, Public Works, 5101 Walnut, Downers Grove, IL 60515.

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37. COMPLIANCE WITH OSHA STANDARDS

- 37.1 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.

38. CERCLA INDEMNIFICATION

- 38.1 The Contractor 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 Contractor, both before and after its disposal.
- 38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

39. COPYRIGHT or PATENT INFRINGEMENT

- 39.1 The Contractor 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 Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

40. BUY AMERICA

- 40.1 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).
- 40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

41. CAMPAIGN DISCLOSURE

- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 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

Village of Downers Grove

to any member of the Village Council.

41.3 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.

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

42. GUARANTEE PERIOD

42.1 The Contractor shall guarantee all work and provide a maintenance bond for the full amount of the contract, covering a minimum period of one (1) year after approval and acceptance of the Work. The bond shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantee periods are required, they will be noted in the Special Provisions for this project.

43. SUCCESSORS AND ASSIGNS

43.1 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 Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

44. WAIVER OF BREACH OF CONTRACT

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

45. CHANGE ORDERS

45.1 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, all parties must agree to any change, addition or price increase in writing.

45.2 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)

46. SEVERABILITY OF INVALID PROVISIONS

Village of Downers Grove

- 46.1 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.

47. GOVERNING LAW

- 47.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

48. NOTICE

- 48.1 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 Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. COOPERATION WITH FOIA COMPLIANCE

- 50.1 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.

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

- 51.1 If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

III. DETAILED SPECIFICATIONS

A. Competitive Sealed Bidding

Village of Downers Grove

The Village of Downers Grove, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), will receive sealed bids from Contractors for the specified work for the Belmont Pollinator Garden. Bids must be received by the date and time specified.

B. Pre-Bid Conference

For the purpose of familiarizing bidders with the project, answering questions, and issuing addenda as needed for clarification of the bidding documents, an informational pre-bid conference shall be held at Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, Illinois 60515, (630) 434-5460. Attendance is not required. Date and time of the meeting are listed on the cover sheet.

C. Scope of Work

This contract includes the application of a herbicide to kill existing turf, application of a meadow seed mix over the dead turf, and installation of erosion control blanket for an approximate 0.4 acre area near Belmont Ave and Warren Ave in Downers Grove. Included is the maintenance of the plantings for up to three years.

D. Qualifications of Contractors

The Contractor shall be required before the award of any contract to show that it has the necessary facilities, ability, and resources to provide the services specified herein in a satisfactory manner. The Contractor shall be required to provide references. The Village shall make reasonable investigations deemed necessary and proper to determine the ability of the Contractor to perform the work. The Village reserves the right to reject any bid if the evidence submitted by, or investigation of, the Contractor fails to satisfy the Village that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. In addition to those requirements set forth in Section 10.1 above, evaluation of the Contractor's qualifications shall include:

1. The ability, capacity, skill, and resources to perform the work or provide the service required.
2. The ability of the Contractor to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Contractor.

E. Illinois Department of Agriculture Pesticide License and Regulations

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

Village of Downers Grove

F. Quantities

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

G. Award of Contract

The Village reserves the right to reject any or all bids and award multiple contracts as deemed advantageous to the Village.

The Village shall review the submitted bids and shall rank the Contractor's prices by contract activity forecast. Contract activity forecast shall be determined by the sum total of the unit price multiplied by the estimated quantity. If the submitted unit price and the calculated extension price on the bid form are at variance, the unit price shall prevail. Additional information including work history and references will be reviewed as listed in Qualifications of Contractors. The award shall be made to the lowest responsive and responsible bidder.

H. Contract Term

The contract term shall be from award through the end of the growing season of the last awarded year of Maintenance of Plantings, per section III.C.

I. Costs and Basis of Payment

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

J. Failure to Enforce

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

K. Bid Form Submission

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

1. Unit prices and extensions for the exact quantities listed
2. Four (4) references who can attest to the Contractor's ability to fulfill this contract. Include names, addresses and phone numbers.
3. Proof of pesticide operator and applicator licenses
4. Applicable insurance information supplied and forms completed.
5. Signature block completed.

Village of Downers Grove

6. Completed Suspension or Debarment Certificate, and Campaign Disclosure Certificate

L. Trade Name

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

M. Proof of Purchase

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

N. Expiration Dates of Product/ Supplies

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

O. Water Access

Water is available for purchase through the Downers Grove Public Work department – 5101 Walnut Ave. A hydrant authorization form shall be completed and a one-time current administrative fee of \$35.00 shall be paid by the Contractor. Water shall be charged at the rate of \$12.06 per 748 gallons (100 cu ft). The Contractor must check in with the Public Works front office, and shall be required to fill out the water usage sheets, with each fill-up.

P. Spills

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

Q. Clean Up

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

Village of Downers Grove

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

R. Work Vehicle Parking and Traffic Control Considerations

The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing any necessary traffic control. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.

Parking of any and all work vehicles adjacent to the site is restricted to the following:

- Work vehicles may not park on Warren Ave at any time.
- Work vehicles may be parked on Puffer Rd during designated construction hours. The Engineer must be notified 24 hours in advance if Puffer Rd parking is anticipated to exceed the four (4) hour parking restriction.
- Vehicles able to mount the curb may park on the grassed parkway as long as they do not impede roadway traffic. Restoration of parkway with sod shall be the responsibility of the contractor and will be completed to the satisfaction of the Village prior to final payment. Cost of restoration shall be incidental to the contract.
- Work vehicles may only be parked on the Belmont Ave ramp roadway between the hours of 9am and 3pm with a designated detour route and signage in place. Coordination with and obtaining written approval by the Village regarding the detour, as well as all necessary signage, shall be the responsibility of the contractor. Cost of traffic control shall be incidental to the contract.

S. Herbicide Application

Roundup ® herbicide, or approved equal, shall be applied to the grass until at least 95% of all vegetation within the specified area is dead. A six (6) foot perimeter of turf shall be maintained, as shown in Exhibit A. Herbicide shall not be applied within 48 hours of predicted rainfall. If reapplication is required, additional herbicide required to obtain the 95% level will be incidental to the contract.

T. Material Specifications

The Contractor is responsible for following the Label and SDS requirements for protective equipment and safe chemical handling. The Contractor must meet OSHA and any other federal, state and local safety requirements. The Contractor will be held responsible for any damage to personnel, Village facilities, chemicals and equipment for these specifications to ensure product safety. All costs for necessary protective equipment will be incidental to the contract.

U. Maintenance of Plantings (Year)

Village of Downers Grove

Contractor shall provide a separate bid for Maintenance of Plantings for each of years 2018, 2019 and 2020. Maintenance responsibilities shall include weeding, reapplication of seed, as necessary, and waterings to ensure survival of meadow mix. Maintenance of Plantings (Year) shall include all labor, materials and equipment necessary to do the work described herein.

V. **Seed Application and Erosion Control Blanket**

Seed shall not be applied to the dead turf until a minimum of 14 days after the final application of Roundup ®.

The following seed mix is being provided as the base mix for purposes of bidding. The seed mixture may be modified to accommodate specific soil and exposure conditions requirements, as determined by the contractor's analysis of the area, with approval by the Village and its designated representative(s). Addition of an annual seed, such as Cosmos, may be requested for additional color in the initial year. A Mycorrhizal inoculant may be applied with the seed mixture at a rate of 40lbs/acre, at the discretion of the contractor.

This work shall include the placement of straw erosion control blanket (as approved by the Engineer) and waterings, as needed, to ensure plant establishment and growth through the first growing season.

Village of Downers Grove

Grasses, Sedges, & Rushes						
ACRONYM	SCIENTIFIC NAME	COMMON NAME	SEEDS/OZ	OZ	LB	% OF MIX by Weight by Seed Count
BOUCUR	<i>Bouteloua curtipendula</i>	SIDE-OATS GRAMA	6,000	32.0000	2.00	67.72% 36.92%
SCHSCO	<i>Schizachyrium scoparium</i>	LITTLE BLUESTEM GRASS	15,000	8.0000	0.50	16.93% 23.07%
Grass/Sedge Subtotals					2.50	84.66% 59.99%
Flowers & Other Broadleaves						
ACRONYM	SCIENTIFIC NAME	COMMON NAME	SEEDS/OZ	OZ/ACRE	LB/ACRE	% OF MIX by Weight by Seed Count
ALLCER	<i>Allium cernuum</i>	NODDING WILD ONION	7,500	0.5000	0.03	1.06% 0.73%
AMOCAN	<i>Amaranthus canescens</i>	LEAD PLANT	16,000	0.1250	0.01	0.26% 0.38%
ASCTUB	<i>Asclepias tuberosa</i>	BUTTERFLY WEED	4,300	1.0000	0.06	2.12% 0.83%
CHAFAS	<i>Chamaecrista fasciculata</i>	PARTRIDGE PEA	2,700	1.0000	0.06	2.12% 0.52%
CORPAL	<i>Coreopsis palmata</i>	PRAIRIE COREOPSIS	10,000	0.5000	0.03	1.06% 0.96%
DALPUR	<i>Dalea purpurea</i>	PURPLE PRAIRIE CLOVER	15,000	0.5000	0.03	1.06% 1.44%
ECHPAL	<i>Echinacea pallida</i>	PALE PURPLE CONEFLOWER	5,200	1.0000	0.06	2.12% 1.00%
PENDIG	<i>Penstemon digitalis</i>	FOXGLOVE BEARD TONGUE	130,000	0.1250	0.01	0.26% 3.12%
PYCTEN	<i>Pycnanthemum tenuifolium</i>	SLENDER MOUNTAIN MINT	220,000	0.1250	0.01	0.26% 5.29%
RUDFUS	<i>Rudbeckia fulgida var. sulfurea</i>	SHOWY BLACK-EYED SUSAN	27,100	0.5000	0.03	1.06% 2.61%
RUDHIR	<i>Rudbeckia hirta</i>	BLACK-EYED SUSAN	92,000	0.5000	0.03	1.06% 8.85%
SOLJUN	<i>Solidago juncea</i>	EARLY GOLDENROD	290,000	0.1250	0.01	0.26% 6.97%
SYMERI	<i>Symphoricarpon encoides</i>	HEATH ASTER	200,000	0.1250	0.01	0.26% 4.81%
TRAOHI	<i>Tradescantia ohioensis</i>	COMMON SPIDERWORT	8,000	0.5000	0.03	1.06% 0.77%
VERSTR	<i>Verbena stricta</i>	HOARY VERVAIN	28,000	0.1250	0.01	0.26% 0.67%
ZIZAUR	<i>Zizia aurea</i>	GOLDEN ALEXANDERS	11,000	0.5000	0.03	1.06% 1.06%
Broadleaf Subtotals					0.45	15.34% 40.01%
SEED MIX TOTALS					2.95	100.00% 100.00%

Village of Downers Grove

IV. BID/CONTRACT FORM

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

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

BIDDER:

Hampton, Lenzini and Renwick, Inc.

Date: March 16, 2018

Company Name

KKase@hlreng.com

380 Shepard Drive

Email Address

Street Address of Company

Karen Kase

Elgin, IL 60123

Contact Name (Print)

City, State, Zip

224.558.0021

847.697.6700

24-Hour Telephone

Business Phone



847.697.6753

Signature of Officer, Partner or Sole Proprietor

Fax

ReJena Lyon - President/CEO

Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

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

Village of Downers Grove

SCHEDULE OF PRICES

	Description	Unit of Measurement	Unit Price
	HERBICIDE APPLICATION	LUMP SUM	Please
	SEED APPLICATION AND EROSION CONTROL BLANKET	LUMP SUM	Refer to Addendum
	MAINTENANCE OF PLANTINGS (2018)	PER YEAR	No. 1
	MAINTENANCE OF PLANTINGS (2019)	PER YEAR	
	MAINTENANCE OF PLANTINGS (2020)	PER YEAR	
	3% CONTINGENCY	LUMP SUM	
	TOTAL BID:		

Village of Downers Grove

MUNICIPAL REFERENCE LIST

Municipality: Carol Stream Park District
Address: 280 Kuhn Road, Carol Stream, IL 60188
Telephone # 630.784.6163
Contact Name Mr. William Rosenberg

Municipality City of Elgin
Address: 375 W. River Road, Elgin, IL 60123
Telephone # 847.931.6159
Contact Name Mr. Eric Weiss

Municipality: Village of Streamwood
Address: 565 S. Bartlett Road, Streamwood, IL 60107
Telephone # 630.736.3850
Contact Name Mr. Matt Mann

Municipality: South Elgin Park District
Address: 10 N. Water Street, South Elgin, IL 60177
Telephone # 847.622.0003
Contact Name Ms. Kim Wascher

Municipality: City of Geneva
Address: 1800 South Street, Geneva, IL 60134
Telephone # 630.232.7494
Contact Name Mr. Richard Babica

Municipality: DuPage County
Address: 421 North County Farm Road, Wheaton, IL 60187
Telephone # 630.407.6728
Contact Name Ms. Jenna Fahey

Municipality Village of Downers Grove
Address: 5101 Walnut Avenue, Downers Grove, IL 60515
Telephone # 630.434.5461
Contact Name Mr. John Welch

Municipality Fox Valley Park District
Address: 101 West Illinois Avenue, Aurora, IL 60506
Telephone # 630.897.0516
Contact Name Mr. John Kramer

Village of Downers Grove



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Hampton, Lenzini and Renwick, Inc.

ADDRESS: 380 Shepard Drive

CITY: Elgin

STATE: Illinois

ZIP: 60123

PHONE: 847.697.6700 **FAX:** 630.697.6753

TAX ID #(TIN): 36-2555986

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: *Rebecca Lynn*

DATE: 3/15/18

Village of Downers Grove

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Belmont Pollinator Garden, Bidder Hampton, Lenzini and Renwick, Inc. hereby certifies
(Name of Project) (Name of Bidder)
the following:

1. Bidder 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. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
4. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder 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. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

BY: [Signature]
Bidder's Authorized Agent

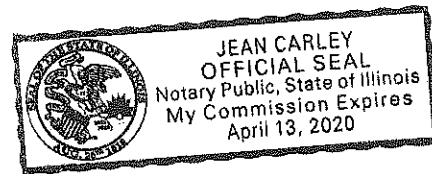
3 6 - 2 5 5 5 9 8 6

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 15 day of March,
2018.

[Signature]
Notary Public



Village of Downers Grove

BIDDER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Bidder 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: ReJena Lyon

Secretary: Randy Newkirk

Treasurer: Amy McSwane

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

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 Bidder or Supplier 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 _____.

Village of Downers Grove

BIDDER'S CERTIFICATION (page 3 of 3)

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 South Wacker Drive, Suite 2000

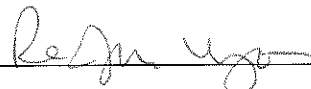
City, State, Zip Code Chicago, IL 60606

Telephone Number (312) 288-7700

I/We hereby 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: ReJena Lyon - President/CEO

Signature: 

Date: March 6, 2018

Village of Downers Grove

Suspension or Debarment Certificate
--

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

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

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

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

Company Name: 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: JLyon@hlreng.com

Authorized Company Signature: 

Print Signature Name: ReJena Lyon Title of Official: President/CEO

Date: March 6, 2018

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 bid 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 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.

ReJena Lyon
Signature

ReJena Lyon
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

ADDENDUM NO. 1

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

Belmont Pollinator Garden

BID #SW-082

March 1, 2018

ITEM AND DESCRIPTION:

REPLACE

- Page 17 of the Call for Bid with attached revised page 17. Paragraph 36.3 regarding a fixed public works project and need for certified payroll has been removed.
- Page 6 of the Call for Bid with attached revised page 6. Paragraph 2.11 regarding submission of IDOT form BC-57 has been removed.
- Page 25 of the Call for Bid with attached revised page 25. A separate quantity for Erosion Control Blanket was added.
- Page 28, "the Schedule of Prices", of the Call for Bid with the attached revised Schedule of Prices. "Seeding Application and Erosion Control Blanket" was separated into two pay items.

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

End of Addendum No. 1
March 1, 2018

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

obligation or change the terms of this Contract.

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

35. TERMINATION OF CONTRACT

35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.

35.2 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 it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

36.1 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's 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 Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor 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.

36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor 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 it.

36.3 **This section intentionally left blank**

36.4 Please send all invoices to the attention of: Village of Downers Grove, Public Works, 5101 Walnut, Downers Grove, IL 60515.

- 2.11 This section intentionally left blank.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.
- 3. PRE-BID CONFERENCE**
- 3.1 A pre-bid 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 Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 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-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.
- 3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.
- 4. BID SUBMISSION**
- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.
- 4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.
- 4.3 Bids shall be publicly opened at the hour and place indicated above.
- 5. BID MODIFICATION OR WITHDRAWAL**
- 5.1 A Bid 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 Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for

Contractor shall provide a separate bid for Maintenance of Plantings for each of years 2018, 2019 and 2020. Maintenance responsibilities shall include weeding, reapplication of seed, as necessary, and waterings to ensure survival of meadow mix. Maintenance of Plantings (Year) shall include all labor, materials and equipment necessary to do the work described herein.

V. Seed Application

Seed shall not be applied to the dead turf until a minimum of 14 days after the final application of Roundup®.

The following seed mix is being provided as the base mix for purposes of bidding. The seed mixture may be modified to accommodate specific soil and exposure conditions requirements, as determined by the contractor's analysis of the area, with approval by the Village and its designated representative(s). Addition of an annual seed, such as Cosmos, may be requested for additional color in the initial year. A Mycorrhizal inoculant may be applied with the seed mixture at a rate of 40lbs/acre, at the discretion of the contractor.

This work shall include waterings, as needed, to ensure plant establishment and growth through the first growing season.

W. Erosion Control Blanket

This item shall include the furnishing and installation of either an excelsior blanket or knitted straw erosion control blanket. The excelsior blanket shall be placed so that the netting is on the top and the fibers are in contact with the soil. Anchoring of the blankets shall be according to the manufacturer's specifications.

HUR Rebid - Received 3/22/18
via email

SCHEDULE OF PRICES

	Description	Unit of Measurement	Unit Price
	HERBICIDE APPLICATION	LUMP SUM	\$1,200.00
	SEED APPLICATION	LUMP SUM	\$2,400.00
	EROSION CONTROL BLANKET	SQ YARD	1.10
	MAINTENANCE OF PLANTINGS (2018)	PER YEAR	\$4,000.00
	MAINTENANCE OF PLANTINGS (2019)	PER YEAR	\$4,000.00
	MAINTENANCE OF PLANTINGS (2020)	PER YEAR	\$4,000.00
	3% CONTINGENCY	LUMP SUM	\$468.00
	TOTAL BID:		\$16,068.00

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: Belmont Pollinator Garden

PROPOSAL/BID NUMBER: BID # SW-082


PROPOSAL/BID OPENING: March 8, 2018

ADDENDUM NO.: 1

PROPOSER/BIDDER: Hampton, Lenzini and Renwick, Inc.

ADDRESS: 380 Shepard Drive, Elgin, IL 60123

RECEIVED BY: Karen Kase
(NAME)


(SIGNATURE)

DATE: March 7, 2018

ADDENDUM NO. 2

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 2

FOR

Belmont Pollinator Garden

BID #SW-082

March 7, 2018

ITEM AND DESCRIPTION:

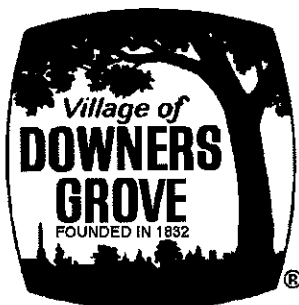
REPLACE

- Page 1 of the Call for Bid with attached revised page 1. Requirement for bid deposit has been removed and bid opening date has been changed.
- Page 6 of the Call for Bid with attached revised page 6. Paragraph 4.2 regarding bid deposit has been removed.
- Page 8 of the Call for Bid with attached revised page 8. Paragraph 11.1 regarding bid deposit has been removed.
- Page 9 of the Call for Bid with attached revised page 8. Paragraph 13.1 requiring a performance bond has been removed.
- Page 17 of the Call for Bid with attached revised page 17. Paragraph 36.3 was added to include a payment schedule.
- Page 25 of the Call for Bid with attached revised page 25. Sections III U and V have been modified.

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

End of Addendum No. 2
March 7, 2018

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS



CALL FOR BIDS

- I. Name of Company Bidding: Hampton, Lenzini and Renwick, Inc.
- II. Instructions and Specifications:
- A. Bid No.: SW-082
 - B. For: BELMONT POLLINATOR GARDEN
 - C. Bid Opening Date/Time: FRIDAY MARCH 16, 2018 @ 10:00AM
 - D. Pre-Bid Conference Date/Time: THURSDAY MARCH 1, 2018 @ 10AM (OPTIONAL)
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVE., DOWNERS GROVE, IL 60515
 - F. CONTRACT DOCUMENTS FOR PICKUP AT THE PUBLIC WORKS BUILDING, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- G. Bid Deposit: N/A
 - H. Letter of Capability of Acquiring Performance Bond: NO
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: NO
 - B. Certificate of Insurance: Required

Legal Advertisement Published: Thursday February 22nd, 2018

This document comprises 35 pages

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

SUSAN QUASNEY
STAFF ENGINEER II
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5564
FAX: 630/434-5495

- 2.11 This section intentionally left blank.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid 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 Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 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-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.
- 3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

4. BID SUBMISSION

- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.
- 4.2 This section intentionally left blank.
- 4.3 Bids shall be publicly opened at the hour and place indicated above.

5. BID MODIFICATION OR WITHDRAWAL

- 5.1 A Bid 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 Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for

- 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
- 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
- 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and

9. BASIS OF AWARD

- 9.1 The Village reserves the exclusive right to accept or reject any and all Bids or to waive sections, technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.

10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)

- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

- 11.1 This section intentionally left blank.

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

- 12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.
- 12.3 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
- 13. SECURITY FOR PERFORMANCE**
- 13.1 This section intentionally left blank.
- 14. TAX EXEMPTION**
- 14.1 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 number will also be provided to the selected Bidder.
- 15. RESERVED RIGHTS**
- 15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids 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 Bids, however, will not be waived.
- 16. CATALOGS AND SHOP DRAWINGS**
- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.
- 17. TRADE NAMES AND SUBSTITUTIONS**
- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

obligation or change the terms of this Contract.

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

35. TERMINATION OF CONTRACT

35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.

35.2 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 it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

36.1 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's 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 Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor 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.

36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor 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 it.

36.3 Payment of 90%, excluding Maintenance of Plantings (Year), shall be issued to the Contractor after spraying, seeding, and any necessary erosion control is complete. The remaining 10%, excluding Maintenance of Plantings (Year), shall be issued pending Final Acceptance per section III.V. Final payment for Maintenance of Plantings (year) shall be invoiced no earlier than September 15 of the indicated year.

36.4 Please send all invoices to the attention of: Village of Downers Grove, Public Works, 5101 Walnut, Downers Grove, IL 60515.

ensure product safety. All costs for necessary protective equipment will be incidental to the contract.

U. **Maintenance of Plantings (Year)**

Contractor shall provide a separate bid for Maintenance of Plantings for each of years 2018, 2019 and 2020. Maintenance responsibilities for year 2018 shall begin immediately after seeding, and shall include weeding, reapplication of seed, as necessary, and waterings to ensure meadow mix is acceptably healthy and well established per section III.V. Maintenance of Plantings (2019) and Maintenance of Plantings (2020) shall include weeding, reapplication of seed, as necessary, and waterings through the full growing season of the indicated year. Maintenance of Plantings (Year) shall include all labor, materials and equipment necessary to do the work described herein.

V. **Seed Application**

Seed shall not be applied to the dead turf until a minimum of 14 days after the final application of Roundup ®.

The following seed mix is being provided as the base mix for purposes of bidding. The seed mixture may be modified to accommodate specific soil and exposure conditions requirements, as determined by the contractor's analysis of the area, with approval by the Village and its designated representative(s). Addition of an annual seed, such as Cosmos, may be requested for additional color in the initial year. A Mycorrhizal inoculant may be applied with the seed mixture at a rate of 40lbs/acre, at the discretion of the contractor.

Seeds application shall be completed by June 1, 2018, or by approval of the Village. Evaluation for Final Acceptance shall take place a minimum of 90 days after final seed application. Final Acceptance shall be determined on the basis of 95% survivorship, 90% total coverage, and no more than 5% non-native plants.

W. **Erosion Control Blanket**

This item shall include the furnishing and installation of either an excelsior blanket or knitted straw erosion control blanket. The excelsior blanket shall be placed so that the netting is on the top and the fibers are in contact with the soil. Anchoring of the blankets shall be according to the manufacturer's specifications.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: Belmont Pollinator Garden

PROPOSAL/BID NUMBER: BID # SW-082

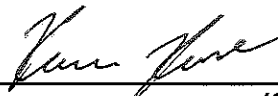
PROPOSAL/BID OPENING: March 16, 2018

ADDENDUM NO.: 2

PROPOSER/BIDDER: Hampton, Lenzini and Renwick, Inc.

ADDRESS: 380 Shepard Drive, Elgin, IL 60123

RECEIVED BY: Karen Kase
(NAME)


(SIGNATURE)

DATE: March 7, 2018

HUR Rebid - Received 3/22/18
via email

SCHEDULE OF PRICES

	Description	Unit of Measurement	Unit Price
	HERBICIDE APPLICATION	LUMP SUM	\$1,200.00
	SEED APPLICATION	LUMP SUM	\$2,400.00
	EROSION CONTROL BLANKET	SQ YARD	1.10
	MAINTENANCE OF PLANTINGS (2018)	PER YEAR	\$4,000.00
	MAINTENANCE OF PLANTINGS (2019)	PER YEAR	\$4,000.00
	MAINTENANCE OF PLANTINGS (2020)	PER YEAR	\$4,000.00
	3% CONTINGENCY	LUMP SUM	\$468.00
	TOTAL BID:		\$16,068.00



Village of Downers Grove

Consultant Evaluation

Contractor: Hampton, Lenzini & Renwick, Inc.

Project: Monitoring and Maintenance of Native Planting Areas

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

Time Period: July 2017 thru December 2017

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion:

Change Orders (attach information if needed): None

Difficulties / Positives: Very responsive

Interaction with public:

Excellent Good Average Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Reviewers: John Welch, P.E., CFM

Date: 03/07/18