

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**10/16/2018**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Contract for Green Streets/Sustainable Storm Water Program	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to award a three-year contract for the Green Streets/Sustainable Storm Water Program to Hampton, Lenzini and Renwick, Inc. (HLR) of Elgin, Illinois in the amount of \$161,827.20.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The cost for this contract in FY18 is about \$17,000. The FY18 includes \$65,000 in the Stormwater Fund (Page 4-29, Lines 17 and 18).

**RECOMMENDATION**

Approval on the October 16, 2018 consent agenda.

**BACKGROUND**

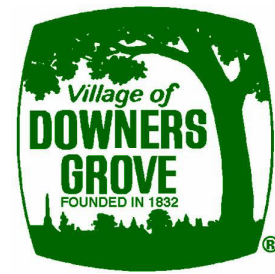
The Village installed 15 bioswales in ditches in conjunction with infrastructure projects in 2014 and 2015. Bioswales have many environmental benefits including improved water and air quality, increased habitat and biodiversity, and reduced pesticide and herbicide use.

During the execution of these projects residents who expressed interest in planting a bioswale received native plants within the ditch area near the roadway. Once established, maintenance responsibilities were to be performed by the homeowners. After the initial planting, contractual maintenance of the areas was completed, however, the majority of residents have been challenged to maintain the areas as they were planted. This multi-year contract will allow HLR to work with residents to reduce the number of species of plants within the bioswales to a more manageable and identifiable selection, monitor new plants for establishment and work with homeowners in order to transition from Village maintenance to private maintenance by the end of 2020.

The Village solicited proposals from the three pre-qualified consulting firms through a Request for Qualifications process. Hampton, Lenzini and Renwick was the only firm to submit a proposal.

**ATTACHMENTS**

Contract



## Proposal

### SW-069 Green Streets/Sustainable Storm Water Program

October 2, 2018, 10:00 AM



**Prepared for:**

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

**Submitted by:**

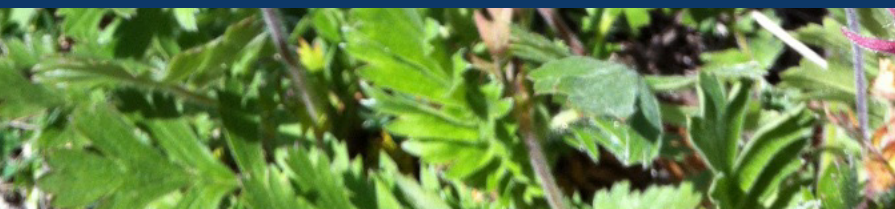
Hampton, Lenzini and Renwick, Inc. (HLR)  
380 Shepard Drive  
Elgin, Illinois 60123  
Ph. (847) 697-6700  
Fax (847) 697-6753

**Questions can be directed to:**

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



Work Hard • Have Fun • Give Back<sup>SM</sup>





**Hampton, Lenzini and Renwick, Inc.**  
 Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists  
 www.hlrengineering.com

September 28, 2018

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

**RE: Request for Proposal – SW-069 Green Streets/Sustainable Storm Water Program**

Dear Mr. Welch:

Creation of rain gardens 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, including Downers Grove. We understand how to create and manage natural areas in the best and most economical manner possible. These areas can be a highlight of the Village if managed properly. They 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 restored rain gardens, a high level of awareness and professionalism on site, and close attention to detail. We are committed to resident and stakeholder education – our staff has extensive experience working with residents in formal and informal settings.

Thank you for the opportunity to submit our proposal. We have read and understand the scope of services and agree to the terms and conditions included in the bid documents. We have prepared this proposal 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's 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 [jljon@hlreng.com](mailto:jljon@hlreng.com).

Yours truly,

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

A handwritten signature in black ink that reads 'ReJena Lyon'.

ReJena Lyon, PE, PLS  
 President/CEO



# SW-069 GREEN STREETS/SUSTAINABLE STORM WATER PROGRAM



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## SECTION I: PROJECT UNDERSTANDING + APPROACH



Our environmental team inspected each rain garden listed in the SW-069 Green Streets RFP. A restoration and management plan was developed for each site based on the ecological health of the site, and the motorist sight line parameters listed in the RFP.

In the following sections, we have outlined the maintenance strategies for the sites. 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. In addition to our Project Manager and Ecologist, Karen Kase, 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 will be preparing a brochure with plant identification and management information customized for each resident. 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 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



### Rain Garden Renovation

Our staff has reviewed each rain garden and created a renovation plan to be completed prior to starting management. The first step includes removing all plants that are invasive, and native plants that do not meet the height and/or aesthetic requirements for each site. These are listed as “Undesirable Plants” in the management plans for each site. This would be completed in Fall of 2018. The plants would either be treated with herbicide or dug up by the roots and removed. The initial resident coordination will also occur in the Fall of 2018. Each resident would be contacted to discuss their rain garden and gather preliminary information. Our team will also develop a maintenance brochure, with native and invasive plant identification information. These will be provided to each resident, so they can follow along throughout the 2-year process, in addition to hands-on training by HLR staff.

Additional plants will be installed in 2019. Each rain garden has an estimated number of plugs to be installed. Watering is an essential part of plant establishment, and we have included 10 watering applications for each site. These would occur every 2-3 days after the plants are installed. We believe lack of watering is one of the biggest issues with poor plant establishment at these sites. We will solicit resident input on plant selection, taking into account both their maintenance efforts as well as aesthetic preference. The plants would be installed when they become available in Summer 2019. Management will occur throughout the growing season of 2019 to ensure additional weeds and invasives do not establish. We anticipate several phone calls and one formal meeting with each resident. Management will occur in 2019 and 2020, specific methods and techniques are described below.

### 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 on the following page.



## SECTION I: PROJECT UNDERSTANDING + APPROACH

### Management (continued)

- 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.

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



## SECTION II: INDIVIDUAL SITE PLANS



### Our Commitment to You

We pride ourselves on customer service and do not pursue work that we cannot complete in a timely and efficient manner. Our current and future workload will neither interfere with nor limit us from providing the Village with the time and attention that is required. We can start this project as soon as we receive notice to proceed. We commit that personnel named in this proposal will be available throughout the project and will complete the improvements within the required timeframe.

### Site Assessments

Our environmental team has visited the sites and based maintenance needs on the conditions of each site. In the following pages, we have outlined the current conditions, maintenance strategies, and itemized costs. Management costs presented in this document include costs for obtaining permits associated with herbicides. Tables summarizing annual costs are provided in the Appendices.

#### Site 1 – 1031 Adelia

**Site Status:** This site appears to actively be maintained, but there is a mix of weed and natives. Some of the natives were cut, presumably due to height issues, since the plants were tall and close to the road.

**Undesirable Plants:** Blue vervain (possible transplant), switchgrass, woodland sunflower, curly dock, giant foxtail grass, fescue, sow thistle.

**Desirable Plants:** Obedient plant, marsh milkweed, New England aster, golden alexanders, switchgrass, wild bergamot.

**Proposed Future Work:** HLR proposes 152 plugs to be installed in the bare patches and to replace the tall natives.



Site 1 - 1031 Adelia	
Task	Year
2018 Plant/weed Removal	\$ 528.00
2019 Replacement Plants	\$ 760.00
2019 Watering	\$ 1,190.00
2019 Management	\$ 1,584.00
2020 Management	\$ 1,188.00
<b>Total</b>	<b>\$ 5,250.00</b>
Average Plants/SY	5.4
Average Cost/SY	\$ 187.50





## SECTION II: INDIVIDUAL SITE PLANS

### Site 2 – 1034 Adelia

**Site Status:** This site is significantly overgrown. There are several very tall natives that are not appropriate for this site.

**Undesirable Plants:** Switchgrass, Canada thistle, barnyard grass, Indian grass, tall sunflower, horsetail, stiff goldenrod, common ragweed, curly dock, panicked aster, daisy fleabane, mulberry saplings.

**Desirable Plants:** Switchgrass, oak sedge, wild bergamot, swamp rose mallow, marsh milkweed, purple coneflower.

**Proposed Future Work:** A large amount of plant material should be removed and replaced in this rain garden. HLR is recommending 456 plugs be installed.



Site 2 - 1034 Adelia	
Task	Year
2018 Plant/weed Removal	\$ 528.00
2019 Replacement Plants	\$2,280.00
2019 Watering	\$1,320.00
2019 Management	\$1,584.00
2020 Management	\$1,584.00
<b>Total</b>	<b>\$7,296.00</b>
Average Plants/SY	6.5
Average Cost/SY	\$ 104.23

### Site 3 – 1039 Adelia

**Site Status:** Overall this site is in good condition. It appears the site has been maintained.

**Undesirable Plants:** Canada thistle, pinkweed, sow thistle.

**Desirable Plants:** Sneezeweed, swamp rose mallow, blueflag iris, New England aster, black eyed susan, obedient plant, cinnamon willow herb, ironweed.

**Proposed Future Work:** HLR is recommending 38 plugs be installed. The ironweed is a desirable plant, but it should be moved to the center of the rain garden at the low point to ensure height does not become an issue.



Site 3 - 1039 Adelia	
Task	Year
2018 Plant/weed Removal	\$ 264.00
2019 Replacement Plants	\$ 190.00
2019 Watering	\$ 1,190.00
2019 Management	\$ 792.00
2020 Management	\$ 792.00
<b>Total</b>	<b>\$ 3,228.00</b>
Average Plants/SY	1.6
Average Cost/SY	\$ 134.50



## SECTION II: INDIVIDUAL SITE PLANS

### Site 4 – 1107 Adelia

**Site Status:** This site is large and requires significant maintenance. It does not appear to have been maintained. The plants are very tall, and a significant amount needs to be removed.

**Undesirable Plants:** Green amaranth, switchgrass, Canada goldenrod, tall sunflower, sweet clover, burdock, small leaf spiderwort, Canada thistle, sow thistle, panicked aster, curly dock, common beggars ticks.

**Desirable Plants:** Oak sedge, swamp rose mallow, sneezeweed, golden alexander, obedient plant, marsh milkweed, stiff goldenrod, switchgrass, wild bergamot, blazing star species, purple coneflower.

**Proposed Future Work:** The turf buffer should be expanded. We are recommending 228 plants be installed.



Site 4 - 1107 Adelia	
Task	Year
2018 Plant/weed Removal	\$ 792.00
2019 Replacement Plants	\$1,140.00
2019 Watering	\$1,320.00
2019 Management	\$2,376.00
2020 Management	\$2,376.00
<b>Total</b>	<b>\$8,004.00</b>
Average Plants/SY	2.6
Average Cost/SY	\$ 90.95

### Site 5 – 1029 Carol

**Site Status:** The site has mixed natives and weeds. Both are well established. Most plants are tall and falling over.

**Undesirable Plants:** Common boneset, tall sunflower, Canada thistle, panicked aster, tall goldenrod, green foxtail.

**Desirable Plants:** Switchgrass, New England aster, wild bergamot, oak sedge.

**Proposed Future Work:** We are recommending 152 plugs be installed in this site.



Site 5 - 1029 Carol	
Task	Year
2018 Plant/weed Removal	\$ 528.00
2019 Replacement Plants	\$ 760.00
2019 Watering	\$ 1,190.00
2019 Management	\$ 1,584.00
2020 Management	\$ 1,188.00
<b>Total</b>	<b>\$ 5,250.00</b>
Average Plants/SY	6.1
Average Cost/SY	\$ 210.00



## SECTION II: INDIVIDUAL SITE PLANS

### Site 6 – 937 Clyde

**Site Status:** This rain garden is very large with large areas devoid of natives. An excess of thistle is present on site. The homeowner indicated that they would like the rain garden reduced in size to allow for easier maintenance.

**Undesirable Plants:** Canada thistle, sumac, barnyard grass, curly dock, panicked aster, wild lettuce, dandelion, wild bergamot (due to location, it is high and right next to the driveway), foxtail grass.

**Desirable Plants:** Wild bergamot, sweet coneflower, sideoats grama, little bluestem, blueflag iris.

**Proposed Future Work:** This is a large area that would be difficult to maintain. A size reduction, either by adding a larger turf/stone buffer or reducing the length, would be recommended. We are recommending 418 plugs to be installed due to the high amount of thistle and open areas. The reduction would have to be discussed with the resident.



Site 6 - 937 Clyde	
Task	Year
2018 Plant/weed Removal	\$ 1,056.00
2019 Replacement Plants	\$ 2,090.00
2019 Watering	\$ 1,320.00
2019 Management	\$ 3,168.00
2020 Management	\$ 3,168.00
<b>Total</b>	<b>\$ 10,802.00</b>
Average Plants/SY	3.0
Average Cost/SY	\$ 77.71



## SECTION II: INDIVIDUAL SITE PLANS

### Site 7 – 946 Clyde

**Site Status:** This site appears to have no maintenance conducted. There are native plants present in portions of the rain garden, but they are much too tall for this area, causing a hazard for drivers at the stop sign.

**Undesirable Plants:** Canada thistle, common ragweed, tall goldenrod, sweet coneflower (incorrect location).

**Desirable Plants:** Wild bergamot, sweet coneflower, blueflag iris, New England aster.

**Proposed Future Work:** We are recommending 418 native plants to be installed. If the homeowner is not able to maintain the area, it should be dramatically reduced in size or fully converted to turf grass. There should be a 3-5 foot turf grass buffer adjacent to the roadway and adjacent to the sidewalk to ensure clear sight lines for motorists. The future of this rain garden should be discussed with the resident.



Site 7 - 946 Clyde	
Task	Year
2018 Plant/weed Removal	\$ 1,056.00
2019 Replacement Plants	\$ 2,090.00
2019 Watering	\$ 1,190.00
2019 Management	\$ 3,168.00
2020 Management	\$ 3,168.00
<b>Total</b>	<b>\$10,672.00</b>
Average Plants/SY	7.5
Average Cost/SY	\$ 190.57

### Site 8 – 6021 Clyde

**Site Status:** The site does not appear to have been maintained. There are several patches of native species, but there are also bare areas and areas dominated by invasives.

**Undesirable Plants:** Canada thistle, barnyard grass, sweet coneflower, cocklebur.

**Desirable Plants:** Blueflag iris, blue lobelia, marsh milkweed, foxglove beardtongue, cardinal flower, sweet coneflower, blazing star species, purple coneflower.

**Proposed Future Work:** A turf buffer should be installed around the site. HLR is recommending 608 plugs be installed.

Site 8- 6021 Clyde	
Task	Year
2018 Plant/weed Removal	\$ 528.00
2019 Replacement Plants	\$ 3,040.00
2019 Watering	\$ 1,320.00
2019 Management	\$ 1,584.00
2020 Management	\$ 1,584.00
<b>Total</b>	<b>\$ 8,056.00</b>
Average Plants/SY	7.2
Average Cost/SY	\$ 94.78





## SECTION II: INDIVIDUAL SITE PLANS

### Site 9 – 1103 Norfolk

**Site Status:** This site has some extremely tall and large plants right next to a stop sign, impeding vision for drivers.

**Undesirable Plants:** Panicked aster, tall sunflower, tall goldenrod, curly dock, cattail, Canada thistle, sweet coneflower.

**Desirable Plants:** Purple coneflower, wild bergamot, blueflag iris, New England aster, obedient plant, switchgrass.

**Proposed Future Work:** A turf buffer needs to be established to ensure good sight lines for motorists. HLR is recommending 380 plants be installed after the tall plants are removed.



Site 9 - 1103 Norfolk	
Task	Year
2018 Plant/weed Removal	\$ 792.00
2019 Replacement Plants	\$ 1,900.00
2019 Watering	\$ 1,320.00
2019 Management	\$ 2,376.00
2020 Management	\$ 2,376.00
<b>Total</b>	<b>\$ 8,764.00</b>
Average Plants/SY	3.4
Average Cost/SY	\$ 78.25

### Site 10 – 1105 Norfolk

**Site Status:** Adjacent to 1103 Norfolk. It has very thick and tall plants.

**Undesirable Plants:** Cattail, Canada thistle, curly dock, Canada goldenrod, sow thistle, fescue, green foxtail, pinkweed.

**Desirable Plants:** Swamp rose mallow, New England aster, purple coneflower, blueflag iris, grey-headed coneflower, wild bergamot.

**Proposed Future Work:** HLR recommends replacing the tall plants with 266 plugs. The cattail will require herbicide applications.



Site 10 - 1105 Norfolk	
Task	Year
2018 Plant/weed Removal	\$ 792.00
2019 Replacement Plants	\$ 1,330.00
2019 Watering	\$ 1,190.00
2019 Management	\$ 2,376.00
2020 Management	\$ 2,376.00
<b>Total</b>	<b>\$ 8,064.00</b>
Average Plants/SY	6.3
Average Cost/SY	\$ 192.00



**SECTION II: INDIVIDUAL SITE PLANS**

**Site 11 – 1101 Saylor**

**Site Status:** This site is very large, at 128 square yards. It has many natives present, but also has a significant coverage of invasives.

**Undesirable Plants:** Canada thistle, common beggars ticks, bull thistle, nightshade, curly dock, tall goldenrod, sow thistle, fescue, giant foxtail, pinkweed, woodland sunflower.

**Desirable Plants:** Swamp rose mallow, New England aster, purple coneflower, blueflag iris, grey-headed coneflower, wild bergamot, softstem bulrush, oak sedge, blue vervain, marsh milkweed, switchgrass, black eyed susan.

**Proposed Future Work:** HLR recommends replacing the tall plants and weeds with 912 plugs. A turf buffer should be installed to keep tall plants away from the road, as well as to reduce the size for maintenance.



Site 10 - 1105 Norfolk	
Task	Year
2018 Plant/weed Removal	\$ 792.00
2019 Replacement Plants	\$ 1,330.00
2019 Watering	\$ 1,190.00
2019 Management	\$ 2,376.00
2020 Management	\$ 2,376.00
<b>Total</b>	<b>\$ 8,064.00</b>
Average Plants/SY	6.3
Average Cost/SY	\$ 192.00

**Site 12 – 5641 Springside**

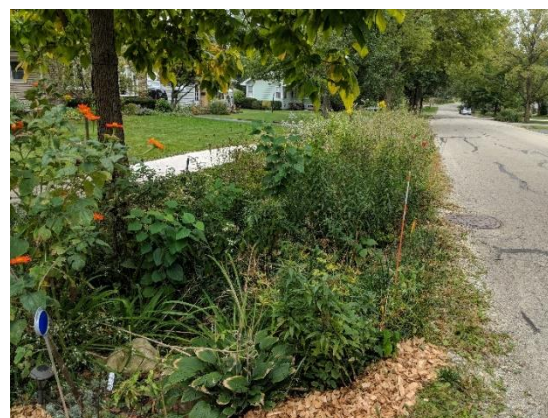
**Site Status:** Overall this rain garden is in good condition. It is apparent that it is maintained, with additional (non-native ornamental) plantings, mulch, and weed removal. There are some non-desireable native volunteer species that should be removed, and some small areas that have low coverage of plants, allowing for future weed growth. We are recommending 152 plugs be installed to supplement the area. There are few plants that exceed the requested height.

**Undesirable Plants:** Canada goldenrod, common beggar-ticks, and panicked aster.

**Desirable Plants:** Swamp rose mallow, New England aster, switchgrass, wild bergamot, purple coneflower, golden alexanders, obedient plant and blazing star species.

**Proposed Future Work:** The undesirable plants should be removed and replaced. A turf or stone buffer adjacent to the road is not required but may be desirable. Continued weeding will be conducted.

Site 12 - 5641 Springside	
Task	Year
2018 Plant/weed Removal	\$ 528.00
2019 Replacement Plants	\$ 760.00
2019 Watering	\$ 1,190.00
2019 Management	\$ 1,584.00
2020 Management	\$ 1,584.00
<b>Total</b>	<b>\$ 5,646.00</b>
Average Plants/SY	2.7
Average Cost/SY	\$ 99.05





## SECTION II: INDIVIDUAL SITE PLANS

### Site 13 – 5708 Springside

**Site Status:** Overall this site is in satisfactory condition. There has been obvious maintenance, string border has been installed, and there are low amounts of weeds present.

**Undesirable Plants:** Tall goldenrod and marsh milkweed exceed the height requirements. Marsh milkweed is a desirable native and could be transplanted to a deeper site (possibly 5641 Springside).

**Desirable Plants:** Marsh milkweed, softstem bulrush, obedient plant, bottlebrush grass, blueflag iris, golden alexanders, blazing star species, sneezeweed, hop sedge.

**Proposed Future Work:** The marsh milkweed and goldenrod should be removed from the site and replaced with other low growing native plants. We recommend 38 plugs to be installed in this site.



Site 13 - 5708 Springside	
Task	Year
2018 Plant/weed Removal	\$ 264.00
2019 Replacement Plants	\$ 190.00
2019 Watering	\$ 1,190.00
2019 Management	\$ 792.00
2020 Management	\$ 792.00
<b>Total</b>	<b>\$ 3,228.00</b>
Average Plants/SY	1.4
Average Cost/SY	\$ 119.56

### Site 14 – 5920 Washington

**Site Status:** The site is in fairly good condition. It is a compact site, and the native plants were planted tightly together, limiting space for weeds. Some of the sweet coneflower are placed adjacent to the road and should be removed.

**Undesirable Plants:** Canada goldenrod, sweet coneflower, mulberry seedlings, barnyard grass.

**Desirable Plants:** Oak sedge, blueflag iris, sweet coneflower, New England aster, wild bergamot, black eyed susan.

**Proposed Future Work:** Some of the taller sweet coneflower should be removed, bare areas will be planted with 152 plugs.

Site 14 - 5920 Washington	
Task	Year
2018 Plant/weed Removal	\$ 264.00
2019 Replacement Plants	\$ 760.00
2019 Watering	\$ 1,320.00
2019 Management	\$ 792.00
2020 Management	\$ 396.00
<b>Total</b>	<b>\$ 3,532.00</b>
Average Plants/SY	1.9
Average Cost/SY	\$ 45.28





**SECTION II: INDIVIDUAL SITE PLANS**

**Site 15 – 6029 Washington**

**Site Status:** This site is extremely large, at 750 square yards, it is over 0.15 acres in size. There has been obvious maintenance conducted, with a low percentage of weeds. It is apparent this resident is committed to maintaining this rain garden, as there are large areas with low coverage of plants, and signs of weeding.

**Undesirable Plants:** Canada thistle, fescue, common reed, rice cut grass, nut sedge.

**Desirable Plants:** Oak sedge, mountain mint, little bluestem, New England aster, blueflag iris, foxglove beardtongue, sweet coneflower, shooting star, common boneset, purple coneflower, Indian grass, prairie dropseed

**Proposed Future Work:** HLR proposes installing 760 native plants in this area. The installation of a turf buffer would be beneficial to reduce the site of the area to maintain and provide a more organized appearance.



Site 15 - 6029 Washington	
Task	Year
2018 Plant/weed Removal	\$ 1,584.00
2019 Replacement Plants	\$ 3,800.00
2019 Watering	\$ 1,584.00
2019 Management	\$ 4,752.00
2020 Management	\$ 4,752.00
<b>Total</b>	<b>\$16,472.00</b>
Average Plants/SY	1.0
Average Cost/SY	\$ 21.96





## SECTION III: FEE SUMMARY

Site	Square Yards	Plants	2018	2019			2020	Total	Average Plants/SY	Average Cost/SY
			Plant/weed Removal	Replacement Plants	Watering	Management	Management			
1031 Adelia	28	152	\$ 528.00	\$ 760.00	\$ 1,190.00	\$ 1,584.00	\$ 1,188.00	\$ 5,250.00	5.43	\$ 187.50
1034 Adelia	70	456	\$ 528.00	\$ 2,280.00	\$ 1,320.00	\$ 1,584.00	\$ 1,584.00	\$ 7,296.00	6.51	\$ 104.23
1039 Adelia	24	38	\$ 264.00	\$ 190.00	\$ 1,190.00	\$ 792.00	\$ 792.00	\$ 3,228.00	1.58	\$ 134.50
1107 Adelia	88	228	\$ 792.00	\$ 1,140.00	\$ 1,320.00	\$ 2,376.00	\$ 2,376.00	\$ 8,004.00	2.59	\$ 90.95
1029 Carol	25	152	\$ 528.00	\$ 760.00	\$ 1,190.00	\$ 1,584.00	\$ 1,188.00	\$ 5,250.00	6.08	\$ 210.00
937 Clyde	139	418	\$ 1,056.00	\$ 2,090.00	\$ 1,320.00	\$ 3,168.00	\$ 3,168.00	\$ 10,802.00	3.01	\$ 77.71
946 Clyde	56	418	\$ 1,056.00	\$ 2,090.00	\$ 1,190.00	\$ 3,168.00	\$ 3,168.00	\$ 10,672.00	7.46	\$ 190.57
6021 Clyde	85	608	\$ 528.00	\$ 3,040.00	\$ 1,320.00	\$ 1,584.00	\$ 1,584.00	\$ 8,056.00	7.15	\$ 94.78
1103 Norfolk	112	380	\$ 792.00	\$ 1,900.00	\$ 1,320.00	\$ 2,376.00	\$ 2,376.00	\$ 8,764.00	3.39	\$ 78.25
1105 Norfolk	42	266	\$ 792.00	\$ 1,330.00	\$ 1,190.00	\$ 2,376.00	\$ 2,376.00	\$ 8,064.00	6.33	\$ 192.00
1101 Saylor	128	912	\$ 1,056.00	\$ 4,560.00	\$ 1,320.00	\$ 3,168.00	\$ 3,168.00	\$ 13,272.00	7.13	\$ 103.69
5641 Springside	57	152	\$ 528.00	\$ 760.00	\$ 1,190.00	\$ 1,584.00	\$ 1,584.00	\$ 5,646.00	2.67	\$ 99.05
5708 Springside	27	38	\$ 264.00	\$ 190.00	\$ 1,190.00	\$ 792.00	\$ 792.00	\$ 3,228.00	1.41	\$ 119.56
5920 Washington	78	152	\$ 264.00	\$ 760.00	\$ 1,320.00	\$ 792.00	\$ 396.00	\$ 3,532.00	1.95	\$ 45.28
6029 Washington	750	760	\$ 1,584.00	\$ 3,800.00	\$ 1,584.00	\$ 4,752.00	\$ 4,752.00	\$ 16,472.00	1.01	\$ 21.96
<b>Total</b>	<b>1,709</b>	<b>5,130</b>	<b>\$ 10,560.00</b>	<b>\$ 25,650.00</b>	<b>\$ 19,154.00</b>	<b>\$ 31,680.00</b>	<b>\$ 30,492.00</b>	<b>\$ 117,536.00</b>	<b>4.25</b>	<b>\$ 116.67</b>



## SECTION IV: STAFFING



Karen Kase, our Natural Resources Manager, has 12 years of experience in native area management. She will serve as the Project Ecologist and Manager and will be the contact for all residential coordination.



All of our proposed staff has worked directly on each project in our references. Karen is the Project Manager for all of 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. 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
<b>Karen Kase</b> 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.
<b>Alicia Dwyer</b> 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.
<b>Kristin Dykema</b> 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.
<b>Erin Cox</b> 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.



## SECTION V: SIMILAR PROJECT EXPERIENCE

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 sites.

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.
	<b>Mr. William Rosenberg, Director of Parks, Facilities, Production, &amp; Safety   630-784-6163</b>
Project Team	<b>Karen Kase – Natural Resources Manager; Alicia Dyner – Restoration Coordinator; Kristin Dykema – Restoration Technician; Erin Cox – Restoration Technician</b>
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.
	<b>Mr. Eric Weiss, Interim Utilities Director   847-931-6159</b>
Project Team	<b>Karen Kase – Natural Resources Manager; Alicia Dyner – Restoration Coordinator; Kristin Dykema – Restoration Technician; Erin Cox – Restoration Technician</b>
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.
	<b>Mr. John Welch, Assistant Director of Public Works   630-434-5461</b>
Project Team	<b>Karen Kase – Natural Resources Manager; Pat Hickey – Senior Environmental Scientist; Alicia Dyner – Restoration Coordinator; Kristin Dykema – Restoration Technician; Erin Cox – Restoration Technician</b>
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.
	<b>Ms. Jenna Fahey, Wetland Supervisor   630-407-6728</b>
Project Team	<b>Karen Kase – Natural Resources Manager; Alicia Dyner – Restoration Coordinator; Kristin Dykema – Restoration Technician; Erin Cox – Restoration Technician</b>
Fee / Year	\$95,000 / year / 2014-2017



## SECTION V: SIMILAR PROJECT EXPERIENCE

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

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

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

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

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

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## ® REQUEST FOR PROPOSAL

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

Project Name: **SW-069 Green Streets Sustainable Storm Water Program**

Proposal No.: Various

Proposal Due: Tuesday, October 2, 2018 10:00 a.m.

Pre-Proposal Conference: N/A

**Required of All Proposers:**

Deposit: No

Letter of Capability of Acquiring Performance Bond: No

**Required of Awarded Contractor:**

Performance Bond/Letter of Credit: No

Certificate of Insurance: Yes

Date Issued: September 21, 2018

This document consists of 35 pages.

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

JOHN WELCH, PE, CFM  
ASSISTANT DIRECTOR OF PUBLIC WORKS - ENGINEERING  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5494  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

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The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Facility, 5101 Walnut Avenue, Downers Grove, IL 60515.

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

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

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## **I. REQUEST FOR PROPOSALS**

### **1. GENERAL**

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 30 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Tuesday, October 2, 2018 @ 10:00 A.M.**
- 1.3 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the Village of Downers Grove, ATTN: JOHN WELCH, PE, CFM, in a sealed envelope marked "SEALED PROPOSAL for SW-069 GREEN STREETS/SUSTAINABLE STORM WATER PROGRAM." The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

### **2. PREPARATION OF PROPOSAL**

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.

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

**3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

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

**4. RESERVED RIGHTS**

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



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## **II. TERMS AND CONDITIONS**

### **1. VILLAGE ORDINANCES**

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

### **2. USE OF VILLAGE'S NAME**

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

### **3. HOURS OF WORK**

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

### **4. PERMITS AND LICENSES**

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

### **5. INSPECTION**

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

### **6. SPECIAL HANDLING**

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

### **7. INDEMNITY AND HOLD HARMLESS AGREEMENT**

- 7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising

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therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

**8. NONDISCRIMINATION**

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

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

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

**9. SEXUAL HARASSMENT POLICY**

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

- (a) Notes the illegality of sexual harassment;
- (b) Sets forth the State law definition of sexual harassment;
- (c) Describes sexual harassment utilizing examples;
- (d) Describes the Proposer's internal complaint process including penalties;
- (e) 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
- (f) Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**10. EQUAL EMPLOYMENT OPPORTUNITY**

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any

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of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (e) 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.
- (f) 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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- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

**11. DRUG FREE WORK PLACE**

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

- (a) Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- (e) 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.
- (f) 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

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in place.

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

**12. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

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

**13. PREVAILING WAGE ACT**

- 13.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website ([www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM)) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.
- 13.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 13.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 13.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A

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misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

- 13.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 13.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

**14. PATRIOT ACT COMPLIANCE**

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

**15. INSURANCE REQUIREMENTS**

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

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

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	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section 16.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 15.2 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".
- 15.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 15.4 Worker's Compensation coverage shall include a waiver of subrogation against the Village.
- 15.5 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.
- 15.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 15.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required

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by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

- 15.8 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.
- 15.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 15.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 16. COPYRIGHT/PATENT INFRINGEMENT**
- 16.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.
- 17. COMPLIANCE WITH OSHA STANDARDS**
- 17.1 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



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appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

**18. CERCLA INDEMNIFICATION**

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

**19. BUY AMERICA**

Not applicable.

**20. CAMPAIGN DISCLOSURE**

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

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

20.3 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.

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

**21. SUBLETTING OF CONTRACT**

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

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

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**22. TERM OF CONTRACT**

22.1 The term of this Contract is through December 31, 2020 unless terminated sooner in accordance with Section 23.

**23. TERMINATION OF CONTRACT**

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

23.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be offset against any monies due and owing the Contractor by the Village.

**24. BILLING & PAYMENT PROCEDURES**

24.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within sixty (60) days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

24.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

24.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

24.4 Please send all invoices to the attention of Village of Downers Grove, Department of Public

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Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

**25. RELATIONSHIP BETWEEN THE CONTRACTOR AND THE VILLAGE**

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

**26. STANDARD OF CARE**

26.1. Services performed by Contractor under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

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

**27. GOVERNING LAW**

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

**28. SUCCESSORS AND ASSIGNS**

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

**29. WAIVER OF CONTRACT BREACH**

29.1 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.

**30. AMENDMENT**

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

**31. CHANGE ORDERS**

31.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price

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increase must be agreed to in writing by all parties.

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

**32. SEVERABILITY OF INVALID PROVISIONS**

- 32.1 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.

**33. NOTICE**

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

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

and to the Proposer as designated in the Contract Form.

**34. COOPERATION WITH FOIA COMPLIANCE**

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

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### **III. DETAIL SPECIFICATIONS**

#### **1. REQUEST**

##### **1.1 Statement of Needs**

The Village of Downers Grove (Village) is requesting Proposals from pre-qualified consultant/landscape firms (Contractor) to provide maintenance and monitoring services for various bioswales and natural areas in the Village of Downers Grove.

#### **2. SCOPE**

##### **2.1 Project Descriptions**

The Village has several parkway locations where native landscaping was planted as part of an infrastructure project or to mitigate poorly-draining areas. Most of the locations were initially planted in 2015 and 2016 and have received minimal maintenance. The Village wishes to contract with a qualified firm to provide services regarding these natural areas as well as assistance with any new site establishment.

2.1.1 Numerous locations within Village rights-of-way were planted as part of the Village's Green Streets program or in conjunction with other Capital Improvement Projects in previous years. These areas were created in an effort to mitigate poorly drained and/or steeply sloped ditches. As part of these improvements, homeowners signed letters of intent to maintain the planted areas. Various sites were planted and maintained by a contractor for one year, with re-planting and extended warranties on new plants. The Village desires to maintain and monitor these areas through December 31, 2020, then transfer maintenance responsibilities to the individual homeowners.

2.1.2 Several locations have plants that are exceptionally tall. Plants within five feet (5') of the roadway, and within ten feet (10') of an intersection or stop sign should be less than three feet (3') tall. The perimeter of the rain garden should be low growing plants and interiors should have plants that are less than three feet (3') above the driveway or roadway height. Taller plants should be removed and replaced with shorter plants.

2.1.3 Many homeowners have difficulty determining the difference between native plants and weeds. Plant spacing should be very compact, preventing space and light for weeds to grow. Several locations have an abundance of different species of plants. A limited number of species should be installed to ensure easier identification. They should be replanted in a very uniform pattern that makes it easy for the homeowner to determine weeds from desired plants. Existing literature (or new) could be provided to homeowners with identification tips for planted plants, as well as common weeds. Pre-emergent herbicides can be applied to the rain gardens to prevent weed growth.

2.1.4 Several locations have plants with poor aesthetics – weak stems flop over onto other plants or the sides of the rain garden and into the street. Others are bushy, messy-looking or lack color flowers. Plants with thick leaves or tall foliage should be

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limited or removed. Plants with thin stems should be removed, and replaced with upright, compact plants.

- 2.1.5 Several locations have turf grass encroaching into the rain garden, or the garden plants creep and choke out the grass. Some plant materials have expanded to the roadway. Rain gardens should have a turf buffer between the roadway and garden, if space permits.
- 2.1.6 The selected firm shall have a representative with an ecology degree to meet and discuss the proposed changes and desired outcomes with individual homeowners. Through 2020, an estimate of 5 hours per location should be anticipated for this task.
- 2.1.7 Unit costs are requested for all management tasks. These unit costs will be utilized for work through December 31, 2020.

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

Exhibit A contains a list of locations and map

### 3. **DOCUMENTATION**

#### 3.1 Materials

Prior to delivery and installation (or use) of any materials to the job site, Contractor will be responsible for submitting a list of such materials and their intended use. Materials' source, amount, and type shall be documented. This submittal will not be construed as approval if such items are contrary to contract requirements unless previous agreements have been approved in writing by a representative of the Village of Downers Grove.

#### 3.2 Licenses

Prior to the commencement of any work, the Contractor is required to submit documentation of licensure for any and all activities that will occur on site. In the case of individual licenses (those required on an individual basis and not at the company level), it shall be required that such licenses will be either carried on each individual person or shall be readily produced in a timely fashion, i.e., carried in work vehicles.

#### 3.3 Work Log and Recommendations

Contractor shall maintain a daily log of work activities performed on the site. Such log shall be submitted to Village officials and shall be produced before approval of payment. Upon completion of contracted work and prior to final payment, the Contractor shall submit to the Village a written report summarizing the work activities including species encountered, species controlled, percentage treated at each site, recommendations for additional control and locations of activities (with a map), before and after photographs depicting control efficacy and the period in which they occurred. The Village or its designee shall verify the efficacy for approval of payment as per the goals listed herein.

#### 3.4 Permits

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The Contractor shall be responsible for obtaining any and all permits or work authorizations required in order to complete the job task and will be required to submit copies to the Village as well as maintain such permits or authorizations on site during work activities. In the case of prescribed burns, copies of burn plan, burn notice, and open burn permit are required. Contractor shall comply with all requirements set forth within such permitting and will notify Village Officials prior to the commencement of any burn.

3.5 Annual Summary

The Contractor shall provide an annual site summary of the activities and recommendations for each site.

**4. REMOVAL METHODS, HERBICIDE MATERIALS AND METHOD OF APPLICATION**

4.1 Licensing

Contractor shall submit to the Village copies of all current applicable herbicide licenses held by the Contractor's employees who are expect to work on site. At a minimum, at least one employee shall hold the State of Illinois commercial pesticide applicator's license. Additional requirements include that at least one person holds a valid right-of-way license as well as an aquatic license issued by the State of Illinois. All Contractor employees will be required to hold a valid operations license at a minimum in order to dispense herbicide.

4.2 Removal Methods and Herbicide Use

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

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

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

## 5. PROPOSAL

5.1 The Proposal shall include the following information:

- a. Name of the Project.
- b. Location of Projects.
- c. A description of proposed work for each project location, including the issues to be addressed and the methods proposed.
- d. An estimate of manpower hours, equipment usage, number of plants, etc., required to complete the recommended work at each location.
- e. A “not to exceed” fee for the services for each project location. **THE VILLAGE DOES NOT EXPECT THAT THESE SERVICES WILL FALL UNDER THE ILLINOIS PREVAILING WAGE ACT, AS THEY ARE CLASSIFIED AS MAINTENANCE OF LANDSCAPED AREAS ONLY.** However, if any services proposed by the Consultant fall under work classifications that would be subject to the Illinois Prevailing Wage Act, Section II – 13 above will apply.
- f. Unit costs for plant installation, an ecologist and 3-person crew should be included. If additional site work is necessary outside the sites listed, these unit costs will be used.

## 6. PROPOSAL REVIEW and SELECTION PROCESS

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

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

### 6.2 Step One:

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

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

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

### 6.3 Step Two:

Village staff will recommend a firm based on the entire submittal package. The Village



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reserves the right to determine the criteria for and select the best overall qualified firm, in the Village's opinion, to execute the scope of work on behalf of the Village.

6.4 Step Three:

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

**7. PERIOD OF SERVICE**

7.1 It is anticipated that notice of award will be given in mid-October. Some services may be performed during the calendar year of 2018; however, planting, monitoring and maintenance of all locations will continue through December 31, 2020.

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

**8. SCHEDULE OF PRICES**

8.1 The "not to exceed" price for each project location shall be completed by the Proposer in the schedule below. In addition, a 20% overall contingency, to be used as needed on these or other projects as deemed necessary by the Village, shall be included in the total contract "not to exceed" price.

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LOCATION	APPROX SIZE (SY)	COST FOR WORK IN 2018
1031 Adelia	28	\$ 528
1034 Adelia	70	\$ 528
1039 Adelia	24	\$ 264
1107 Adelia	88	\$ 792
1029 Carol	25	\$ 528
937 Clyde	139	\$ 1,056
946 Clyde	56	\$ 1,056
6021 Clyde	85	\$ 528
1103 Norfolk	112	\$ 792
1105 Norfolk	42	\$ 792
1101 Saylor	128	\$ 1,056
5641 Springside	57	\$ 528
5708 Springside	27	\$ 264
5920 Washington	78	\$ 264
6029 Washington	750	\$ 1,584
Educational Handout		\$ 1,200
Residential Coordination	25 hours	\$ 3,100
	Contingency @ 20%	\$ 2,972
<b>TOTAL COST FOR 2018</b>		<b>\$ 17,832</b>

Schedule of Unit Prices - 2018			
Additional Services	Minimum	Unit	Cost
Plugging 1' on center – cost per plug including installation not including plants	500 plant minimum	EACH PLUG	\$ 3.00
3 person crew- 1 day minimum	per 8 hr day w/ herbicide	DAY	\$ 1,248.00
Ecologist	For public relations	HOUR	\$ 124.00

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LOCATION	APPROX SIZE (SY)	COST FOR WORK IN 2019
1031 Adelia	28	\$ 3,534
1034 Adelia	70	\$ 5,184
1039 Adelia	24	\$ 2,172
1107 Adelia	88	\$ 4,836
1029 Carol	25	\$ 3,534
937 Clyde	139	\$ 6,578
946 Clyde	56	\$ 6,448
6021 Clyde	85	\$ 5,944
1103 Norfolk	112	\$ 5,596
1105 Norfolk	42	\$ 4,896
1101 Saylor	128	\$ 9,048
5641 Springside	57	\$ 3,534
5708 Springside	27	\$ 2,172
5920 Washington	78	\$ 2,872
6029 Washington	750	\$ 10,136
Resident Coordination	75 hours	\$ 9,300
	Contingency @ 20%	\$ 17,156.80
<b>TOTAL COST FOR 2019</b>		<b>\$ 102,940.80</b>

Schedule of Unit Prices - 2019			
Additional Services	Minimum	Unit	Cost
Plugging 1' on center – cost per plug including installation not including plants	500 plant minimum	EACH PLUG	\$ 3.00
3 person crew- 1 day minimum	per 8 hr day w/ herbicide	DAY	\$ 1,248.00
Ecologist	For public relations	HOUR	\$ 124.00

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LOCATION	APPROX SIZE (SY)	COST FOR WORK IN 2020
1031 Adelia	28	\$ 1,188
1034 Adelia	70	\$ 1,584
1039 Adelia	24	\$ 792
1107 Adelia	88	\$ 2,376
1029 Carol	25	\$ 1,188
937 Clyde	139	\$ 3,168
946 Clyde	56	\$ 3,168
6021 Clyde	85	\$ 1,584
1103 Norfolk	112	\$ 2,376
1105 Norfolk	42	\$ 2,376
1101 Saylor	128	\$ 3,168
5641 Springside	57	\$ 1,584
5708 Springside	27	\$ 792
5920 Washington	78	\$ 396
6029 Washington	750	\$ 4,752
Resident Coordination	30 hours	\$ 3,720
	Contingency @ 20%	\$ 6,842.40
<b>TOTAL COST FOR 2020</b>		<b>\$ 41,054.40</b>

Schedule of Unit Prices - 2020			
Additional Services	Minimum	Unit	Cost
Plugging 1' on center – cost per plug including installation not including plants	500 plant minimum	EACH PLUG	\$ 3.00
3 person crew- 1 day minimum	per 8 hr day w/ herbicide	DAY	\$ 1248.00
Ecologist	For public relations	HOUR	\$ 124.00

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**9. CONTACT PERSON**

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

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

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

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

Village of Downers Grove  
 SW-069 Green Streets/Sustainable Storm Water Program

**V. PROPOSAL/CONTRACT FORM**

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

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

<b>PROPOSER:</b>	
Hampton, Lenzini and Renwick, Inc. Company Name	Date: <u>October 1, 2018</u>
<u>380 Shepard Drive</u> Street Address of Company	<u>kkase@hlreng.com</u> Email Address
<u>Elgin, Illinois 60123</u> City, State, Zip	<u>Karen Kase</u> Contact Name (Print)
<u>847.697.6700</u> Business Phone	<u>224.558.0021</u> 24-Hour Telephone
<u>847.697.6753</u> Fax	 Signature of Officer, Partner or Sole Proprietor
	<u>ReJena Lyon, President/CEO</u> Print Name & Title
ATTEST: If a Corporation	
 Signature of Corporation Secretary	

**VILLAGE OF DOWNERS GROVE:**

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

ATTEST:

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

\_\_\_\_\_  
 Date

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

Village of Downers Grove  
 SW-069 Green Streets/Sustainable Storm Water Program



**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:** 847.697.6753  
**TAX ID #(TIN):** 36-2555986

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

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

**NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_  
**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

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

- |                      |   |
|----------------------|---|
| Individual           | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor      | Limited Liability Company-Partnership                 |
| Partnership          | Limited Liability Company-Corporation                 |
| Medical              | <u>Corporation</u>                                    |
| Charitable/Nonprofit | Government Agency                                     |

**SIGNATURE:** Reshan Ugar **DATE:** 10/1/18



Village of Downers Grove  
SW-069 Green Streets/Sustainable Storm Water Program

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

With regard to SW-069, Proposer Hampton, Lenzini and Renwick, Inc. hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

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

Village of Downers Grove  
SW-069 Green Streets/Sustainable Storm Water Program

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

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

BY: ReJena Lyon  
Proposer's Authorized Agent

3 6 - 2 5 5 9 8 6

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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



Subscribed and sworn to before me  
this 4th day of October, 2018.

Jean Carley  
Notary Public

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

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

President: ReJena Lyon

Secretary: Randal Newkirk

Treasurer: Amy McSwane

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

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

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

Village of Downers Grove  
SW-069 Green Streets/Sustainable Storm Water Program

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

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

**(c) Sole Proprietor**

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

6. 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 please see attached \_\_\_\_\_

Agent \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

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

Print Name and Title of Authorizing Signature: ReJena Lyon, President/CEO \_\_\_\_\_

Signature:  \_\_\_\_\_

Date: October 4, 2018 \_\_\_\_\_



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/08/2017

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

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

<b>PRODUCER</b> Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378      FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
<b>INSURED</b> Hampton Lenzini & Renwick Inc. 380 Shepard Dr Elgin, IL 60123 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: Continental Insurance Company	35289	INSURER C: Transportation Insurance Company	20494	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER: W4597564      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	6056712748	12/09/2017	12/09/2018	<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	\$																				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						<table border="0" style="width: 100%;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6056712703	12/09/2017	12/09/2018	<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
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	\$																				
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N No	N/A	6056712717	12/09/2017	12/09/2018	<table border="0" style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE    <input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000					
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A	<b>Professional Liability</b>			AEH591882325	12/09/2017	12/09/2018	<table border="0" style="width: 100%;"> <tr><td>Per Claim</td><td style="text-align: right;">\$3,000,000</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$5,000,000</td></tr> </table>	Per Claim	\$3,000,000	Aggregate	\$5,000,000										
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Additional Insured - General Liability is included as required by written contract.

<b>CERTIFICATE HOLDER</b>  Sample For Insurance Verification	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Village of Downers Grove  
SW-069 Green Streets/Sustainable Storm Water Program

**Suspension or Debarment Certificate**

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

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

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

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

Company Name: Hampton, Lenzini and Renwick, Inc.

Address: 380 Shepard Drive

City: Elgin Zip Code: 60123

Telephone: (847) 697.6700 Fax Number: (847) 697.6753

E-mail Address: jlyon@hlreng.com

Authorized Company Signature: 

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

Date: October 1, 2018

Village of Downers Grove  
 SW-069 Green Streets/Sustainable Storm Water Program

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

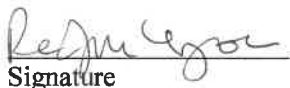
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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

  
 Signature

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

Village of Downers Grove  
SW-069 Green Streets/Sustainable Storm Water Program

**EXHIBIT A**

	<b>Location</b>	<b>Approximate Size (SY)</b>
1	1031 Adelia	28
2	1034 Adelia	70
3	1039 Adelia	24
4	1107 Adelia	88
5	1029 Carol	25
6	937 Clyde	139
7	946 Clyde	56
8	6021 Clyde	85
9	1103 Norfolk	112
10	1105 Norfolk	42
11	1101 Saylor	128
12	5641 Springside	57
13	5708 Springside	27
14	5920 Washington	78
15	6029 Washington	750

