

VILLAGE OF DOWNERS GROVE
Report for the Village
5/14/2019

SUBJECT:	SUBMITTED BY:
2019 Native Landscape and Natural Areas Maintenance and Monitoring	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for Native Landscaping and Natural Areas Maintenance and Monitoring to Hampton, Lenzini and Renwick, Inc. (HLR), of Elgin, Illinois in an amount of \$45,870. This includes a 20% contingency.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY19 budget includes \$50,000 in the Stormwater Fund (Page 4-29, Line 20) for maintenance of these Village-owned naturalized areas.

RECOMMENDATION

Approval on the May 14, 2019 Consent Agenda.

BACKGROUND

The Village owns and manages properties with naturalized landscapes. These landscapes have many environmental benefits including improved water and air quality, increased habitat and biodiversity, and reduced pesticide and herbicide use. The scope of this contract includes the maintenance of Village-owned facilities at 2nd and Cumnor stormwater facility, parcels at Grand Avenue, Hill Street, and 55th Street, 3944 Sterling, Fire Station #3 bioswale, Grove Street rain gardens, Valley View, and the Forest Avenue rain gardens. The area of St. Joseph Creek along 56th Street between Fairview Avenue and Cumnor Road was added to this contract for 2019. The work includes a high frequency of inspections, plantings and the prevention of invasive species establishment.

Three consultants were pre-qualified for Native Landscape and Natural Area Maintenance services through a Request for Qualifications. Proposals for this work were solicited from the pre-qualified consultants, with HLR and Encap responding. Staff recommends the award of the contract to HLR who has performed landscape maintenance and monitoring of these locations since 2014.

ATTACHMENTS

Contract Documents

Contractor Evaluation



Proposal

2019 Native Landscape and Natural Areas Maintenance

April 16, 2019 | 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:

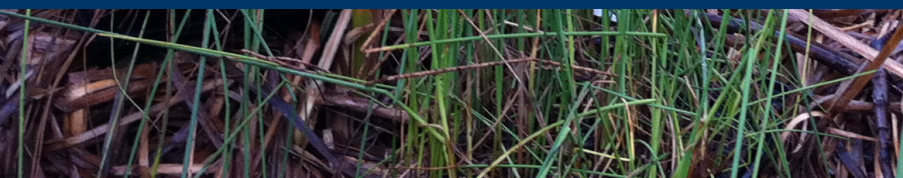
Hampton, Lenzini and Renwick, Inc. (HLR)
380 Shepard Drive
Elgin, Illinois 60123
Ph. (847) 697-6700
Fax (847) 697-6753

Questions may be directed to:

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



Work Hard • Have Fun • Give BackSM



**Hampton, Lenzini and Renwick, Inc.**

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

April 16, 2019

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 – 2019 Native Landscape and Natural Areas Maintenance and Monitoring

Dear Mr. Welch:

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

The projects discussed in our submittal include the 2nd and Cumnor Stormwater Facility, Village owned parcels at Grand Avenue, Hill Street, and 55th Street, 3944 Sterling, Fire Station Bioswale, Grove Street Rain Gardens, Valley View, the Forest Avenue Rain Gardens, and Deer Creek. With the exception of Deer Creek, our team has worked on many of these sites since 2014 and understands how to effectively community with the residents, in addition to the needs of each site. This will allow us to be more proactive in addressing and alleviating concerns early on.

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

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

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

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

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

Erica Spolar
Executive Vice President

2019 NATIVE LANDSCAPE AND NATURAL AREAS MAINTENANCE AND MONITORING



Table of Contents

Section I: RFP Document 1

Section II: Schedule of Prices 17

Section III: Project-Specific Approach 19

Section IV: Project Locations 22

 2nd and Cumnor Storm Water Facility

 Village Owned Parcels at Grand, Hill and 55th

 Sterling Road North of 40th Street

 Fire Station Bioswale

 59th Street Bio-Retention Facility

 Grove Street Rain Garden

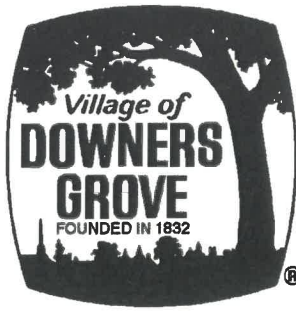
 Valley View Pond

 Forest Avenue Rain Gardens

 Deer Creek

Section IV: Proposal/Contract Forms 34

Village of Downers Grove



® REQUEST FOR PROPOSAL

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

Project Name: 2019 Native Landscape and Natural Areas Maintenance

Proposal No.: N/A

Proposal Due: Tuesday, April 16, 2019 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: April 2, 2019

This document consists of 37 pages.

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

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

Village of Downers Grove

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

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

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

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

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

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

Village of Downers Grove

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

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **the time and date set forth on Page 1 of this RFP.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: JOHN WELCH, in a sealed envelope marked "SEALED PROPOSAL." The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **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.
- 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

Village of Downers Grove

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

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

6.1 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.

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

Village of Downers Grove

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 it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 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, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

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

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 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 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:

10.1.1 That it will not discriminate against any employee or applicant for employment

Village of Downers Grove

because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military 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.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and

Village of Downers Grove

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 subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

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

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 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

Village of Downers Grove

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.

13. INSURANCE REQUIREMENTS

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
 - 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a

Village of Downers Grove

provision for cancellation only upon at least 30 days prior notice to the Village.

14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 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.
- 14.3 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.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 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 its obligation or change the terms of the Contract.

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

16. TERM OF CONTRACT

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 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

Village of Downers Grove

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

- 18.2 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 Proposer 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.
- 18.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

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

20. STANDARD OF CARE

- 20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW AND VENUE

- 21.1 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

Village of Downers Grove

County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

22.1 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.

23. WAIVER OF CONTRACT BREACH

23.1 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.

24. AMENDMENT

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

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 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.

27. NOTICE

27.1 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.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Contractor acknowledges that the Freedom of Information Act does apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors

Village of Downers Grove

shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et seq.)

30. COPYRIGHT or PATENT INFRINGEMENT

- 30.1 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.

Village of Downers Grove

III. DETAIL SPECIFICATIONS**1. REQUEST**

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

2. SCOPE**2.1 Project Descriptions**

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

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

	Common Name	Location	Action Previously Completed
1	2nd and Cumnor Storm Water Facility	125 2nd Street	Annual M&M performed 2014-2018
2	Grand and 55th	Northeast corner of Grand Avenue and 55th Street	Annual M&M performed 2014-2018
3	Grand and Hill	Southeast corner of Grand Avenue and Hill Street	Annual M&M performed 2014-2018
4	Sterling Road, North of 40th Street	3944 Sterling Road	Annual M&M performed 2014-2018
5	Fire Station #3 Bio-Swale	39th Street and Highland Avenue	Annual M&M performed 2014-2018
6	59th and Washington St Bio-Retention Facility	ROW north of 5837 Washington Street	Annual M&M performed 2014-2018
7	Grove Street Rain Garden	Grove Street W of Main Street	Annual M&M performed 2014-2018
8	Valley View Pond	Valley View and Creekside	Annual M&M performed 2014-2018
9	Forest Ave Rain Gardens	3932, 4034 & 4035 Forest Avenue	Annual M&M performed 2014-2018
10	Deer Creek	56 th Street from Fairview Avenue to Cumnor Road	Top of slope from Fairview to Wilcox mowed monthly

Village of Downers Grove

2.2 Project Location maps can be found in Exhibit A.

2.3 Scope of Work

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

- All maintenance activities as recommended by Consultant, which may include but not be limited to mowing, herbiciding, burning, over-seeding, erosion repair, and any other identified work required to maintain or improve the existing coverage and floristic quality as identified at each project location.
- Consultant shall identify and include in their scope of work any/all anticipated permits for the proposed services. Some areas are within mapped wetland, floodway/floodplain and may (for more significant work activities) require permits from the following agencies (among others):
 - Army Corps of Engineers
 - Illinois Department of Natural Resources
 - Kane/DuPage Soil and Water Conservation District
 - DuPage County
 - Village of Downers Grove
- Portions of the work will be within Village right-of-way while others are located within private property. For the latter, the Village will provide easements or right-of-entry agreements prior to the start of work.
- Pesticide application ILG87 NPDES permits with the Illinois EPA are required to be completed by the contractor.
- **Consultant price for location #7 – Grove Street Rain Garden shall include removal of plants greater than 30" in height and replacement with shorter plants to be approved by the Village prior to installation.**
- **Consultant price for location #9 – Forest Avenue Rain Gardens shall include contact with existing homeowners (in conjunction with the Village) and re-establishing the two southern locations.**

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

Deliverables schedule

Management of sites conducted during growing season of 2019.

Deliverable of an annual report of work completed and work proposed for all sites completed by January 31, 2020.

Village of Downers Grove

3. PROPOSAL

3.1 The Proposal shall include the following information:

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

4. PROPOSAL REVIEW and SELECTION PROCESS

4.1 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.

4.2 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.)

4.3 Step Two:

Village staff will recommend a firm based on the entire submittal package. The Village reserves the right to determine the criteria for and select the best overall qualified firm, in the Village’s opinion, to execute the scope of work on behalf of the Village.

4.4 Step Three:

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

Village of Downers Grove

Notice to Proceed (NTP).

5. PERIOD OF SERVICE

- 5.1 It is anticipated that notice of award will be given early May, and these services will be complete by December 31, 2019.
- 5.2 If the Village exercises its option to terminate this agreement upon default by the Proposer, the Proposer shall cause to be delivered to the Village all drawings and field notes, or electronic data files, if any, with the understanding that all such material becomes the property of the Village. The Proposer shall be paid the total maximum cost as set forth above, less the cost incurred by the Village in completion of the work.

Village of Downers Grove

6. SCHEDULE OF PRICES

- 6.1 The “not to exceed” price for each project shall be completed by the proposer in the schedule below and shall be inclusive of the remainder of 2019. In addition, a 20% overall contingency, to be used as needed on these or other projects as deemed necessary by the Village, shall be included in the total contract “not to exceed” price.

	Task	Price
1	Management- 2nd and Cumnor Storm Water Facility	\$ 4,760.00
2	Management- Grand and 55th	\$ 1,550.00
3	Management- Grand and Hill	\$ 1,550.00
4	Management- Sterling Road North of 40th Street	\$ 3,535.00
5	Management- Fire Station #3 Bio-Swale	\$ 2,360.00
6	Management- 59th and Washington St Bio-Retention Facility	\$ 2,000.00
7	Management- Grove Street Rain Garden	\$ 3,280.00
8	Management- Valley View Pond	\$ 9,560.00
9	Management- Forest Ave Rain Gardens	\$ 3,880.00
10	Management- Deer Creek	\$ 5,750.00
11	Contingency @ 20%	\$ 7,645.00
	TOTAL CONTRACT PRICE	\$ 45,870.00

Schedule of Unit Prices

Additional Services	Minimum	Unit	Cost
Plugging 1' on center – cost per plug including installation not including plants	500 plant minimum	EACH PLUG	\$2.20
Seeding (per acre including installation – not including seed)	1 acre minimum	ACRE	\$320.00
Mowing	per 8 hr day	DAY	\$850.00
3 person crew- 1 day minimum	per 8 hr day w/ herbicide	DAY	\$1,064.00

Village of Downers Grove

7. CONTACT PERSON

- 7.1 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

Village of Downers Grove

IV. PROPOSER'S RESPONSE TO RFP

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

SECTION III: PROJECT SPECIFIC APPROACH



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

2019 Management

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

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

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

- **Mechanical Invasive Control:** Mechanical control includes cutting, mowing, and/or the digging up individual plants by hand, with the intention of impeding a plant from reproducing by seed. Cutting or mowing close to the ground (weed-eater or hand-scythe) is an effective means of control for annual species, and may be implemented in select areas of the site. Prairie mowing will only be conducted if it is necessary for invasive species control. The mowers will be set to a height of 8 to 12 inches above the ground surface which allows annual invasive seed heads to be cut off without damaging native plants.

SECTION III: PROJECT SPECIFIC APPROACH

2019 Management

- **Enhancement:** Enhancement by addition of live plants or seed is recommended for select sites. The site specific planting plan and/or seed mix will be submitted for approval prior to installation. Enhancement will be influenced on several factors, including increasing floristic diversity, salt tolerance, erosion control and stabilization, stormwater filtration, and aesthetics.
- **Site Assessments and Reporting:** All sites will have site work memorialized in an annual report, detailing site conditions, activities conducted, and future recommended activities. Floristic quality inventories (FQIs) are detailed reviews of species present at a site and provide a numerical rating for site ecological quality. We are not proposing to complete any FQIs for the 2019 calendar year. If FQIs are requested, we can complete those for \$600 per site.

Unit Costs for Additional Management Work

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

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

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

SECTION IV: PROJECT LOCATIONS

2nd and Cumnor Storm Water Facility (#2)

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

2nd and Cumnor is located along 2nd Street, adjacent to 2nd and Cumnor Park. This area consists of an open water wetland with a wide prairie buffer. A walking trail is located on the south and east portions of the site. In the northwest corner, a small landscaped area is managed beneath a redbud tree (*Cercis canadensis*). The wetland ecosystem is dominated by pickerelweed, American white water-lily, blueflag iris, blue vervain (*Verbena hastata*), and swamp rose mallow (*Hibiscus palustris*). The upland ecosystem is dominated by stiff goldenrod (*Solidago ptarmicoides*), big bluestem, pale coneflower, yellow coneflower (*Ratibida pinnata*), purple coneflower, sweet coneflower, wild bergamot (*Monarda fistulosa*), and black-eyed Susan (*Rudbeckia hirta*). Woody resprouts are treated each year but will require continuous management.

Management History and Recommendations

We performed herbicide treatments throughout the growing season to target various invasive species. These focused on biennials, such as purple loosestrife, thistle, and garlic mustard, which were present throughout the growing season. Various saplings, including Siberian Elm (*Ulmus pumila*), box elder (*Acer negundo*), and common buckthorn (*Rhamnus cathartica*), were also treated. In more established areas, hand weeding of invasive species such as garlic mustard (*Alliaria petiolata*) and crown vetch (*Securigera varia*) was used to minimize disturbance of native species. Future herbicide treatments will be necessary to continue managing problematic species. Certain areas of the path that became overgrown were trimmed back this year and will likely need to be cleared or pushed back to keep encroachment on the walking path to a minimum.

Overall, the site shows strong and diverse native character with many high quality species in both wetlands and prairies. With continued efforts to manage and suppress invasive species, these will continue to become less prominent. HLR recommends removal of woody saplings to prevent shade-out of herbaceous prairie plants. The saplings should be treated with herbicide and then cut. Bare areas where large patches of crown vetch (*Securigera varia*) were treated should be overseeded with a mesic to dry seed mix. General management of herbaceous non-natives should continue via herbicide application. Hand pulling of non-plugged species in the landscaped area should continue to ensure that little bluestem (*Schizachyrium scoparium*) is the only plant that populates the space. Native plants should be installed to increase coverage and choke out weeds in this area.



Fee Schedule

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

SECTION IV: PROJECT LOCATIONS

Grand and Hill

Grand and Hill is located at the southeast corner of Grand Avenue and Hill Street. It consists of a small prairie/woodland area with a creek channel extending along the east side of the site. This natural area was cleared of invasive tree species (i.e. buckthorn) in February 2016 and is now dominated by stands of medium-sized trees that allow more sunlight in the understory. The site is dominated by native rye grasses and Virginia creeper, with some showy woodland species including King Solomon’s seal (*Polygonatum canaliculatum*). Woody saplings along with pokeweed, giant ragweed, and wild lettuce are the most common undesirables.

Grand and Hill is similar to Grand and 55th in composition, vegetative communities, and riparian channel. However, the area is rated high for community value due to its highly visible location.

HLR recommends that the woody saplings be herbicided and cut and for the herbaceous non-natives to receive herbicide treatments. Overseeding with a shade-tolerant prairie/woodland mix could help minimize bare spots, increase diversity, and enhance aesthetic appeal.



Fee Schedule

Village Owned Parcels at Grand and Hill	
Task	Recommended Cost
Site Management	\$775.00
Seed	\$775.00
Grand and Hill Total	\$1,550.00

SECTION IV: PROJECT LOCATIONS

Grand and 55th

Grand and 55th is located on the northeast corner of Grand Avenue and 55th Street. It consists of a depressional woodland with a creek channel extending diagonally through the site. This natural area was cleared of invasive tree species (i.e. buckthorn) in February 2016 and is now dominated by stands of medium-sized trees with lower shade potential. The majority of the site is composed of sparse herbaceous cover and a fair amount of buckthorn saplings. Virginia creeper (*Parthenocissus quinquefolia*), wild ginger (*Asarum canadense*), orange jewelweed (*Impatiens capensis*), and common blue violet (*Viola sororia*) are among the most common species present. Giant ragweed (*Ambrosia trifida*), great burdock (*Arctium lappa*), American pokeweed (*Phytolacca americana*), and wild lettuce (*Lactuca canadensis*) are among the most common weeds and non-native species found on site. The west side of the site is comprised of a tall prairie grass buffer.

Management History and Recommendations

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

HLR recommends continued general maintenance of invasive herbaceous species and woody saplings. A woodland seed mix could be installed to increase vegetative cover and compete with noxious weeds and non-natives that can take advantage of the exposed forest floor. To improve aesthetics, the upland buffer along the west side could be seeded with a diverse, shade-tolerant, prairie seed mix.



Fee Schedule

Village Owned Parcels at Grand and 55 th	
Task	Recommended Cost
Site Management	\$775.00
Seed	\$775.00
Grand and 55 th Total	\$1,550.00

SECTION IV: PROJECT LOCATIONS

Sterling Road North of 40th Street

Sterling is located at 3944 Sterling Avenue as a vacant lot. This area consists of a mixed woodland-prairie ecosystem and includes a diverse vegetative community. The southern boundary consists of a thick, shady tree line. The northern boundary is more typical of an open prairie and is adjacent to a residence. The east side of the area is also shaded and consists of common buckthorn (*Rhamnus cathartica*) and amur honeysuckle (*Lonicera maackii*) saplings. A plethora of high quality species can be found at Sterling, including side-oats grama (*Bouteloua curtipendula*), pale coneflower, sweet coneflower (*Rudbeckia subtomentosa*), and golden Alexander (*Zizia aurea*). Common non-native and undesirable species also exist here, including garlic mustard (*Alliaria petiolata*) and Canada thistle.



Management History and Recommendations

This site is a turf grass conversion area completed by HLR. In summer 2015, it received herbicide treatments to eradicate broadleaf woody species and turf grass. A custom seed mix was installed in late fall. Native management of the site began in 2016. The site received two herbicide treatments during the summer targeting weedy invasive species such as thistle and garlic mustard. In the fall, two visits were devoted to buckthorn removal and stump treatments. Continued removal efforts and management of these invasive species will be necessary to complete the conversion to a naturalized area. Additional removal of woody species will allow more woodland natives to establish along the south and west sides of the property. HLR recommends routine herbicide application to weedy and invasive species, including both herbaceous plants and woody saplings. The shaded areas that have lower herbaceous cover (south and east boundaries) should be overseeded with a shade-tolerant mix.

Fee Schedule:

Sterling Road North of 40th Street	
Task	Recommended Cost
Woody cutting	\$560.00
Site Management	\$2,200.00
Spot seeding	\$775.00
3944 Sterling Total	\$3,535.00

SECTION IV: PROJECT LOCATIONS

Fire Station Bioswale

Fire Station is located along the west side of the Downers Grove Fire Station #3 parking lot, at the intersection of Main Street and 39th Street. The site consists of a rain garden style strip that is composed of species ranging in wetland indicator statuses. Purple coneflower (*Echinacea purpurea*) and pale coneflower (*Echinacea pallida*) can be seen in the upland areas while blueflag iris (*Iris virginica shrevei*) can be found in the north lower elevation corner where a drainage way exists. In mid-September, New England aster (*Aster novae-angliae*) and prairie cord grass (*Spartina pectinata*) plugs were installed to enhance bare areas. Regrowth of woody saplings including green ash (*Fraxinus pennsylvanica*), white mulberry (*Morus alba*), and box elder (*Acer negundo*) have been treated but will require continuous management.



Management History and Recommendations

Following the construction and previous management of the bioswale by others, we assumed management in 2016. The site was managed with three herbicide treatments and one hand weeding. Many of the native species are forming thick stands which will suppress invasive growth. Continued management of weedy species, particularly reed canary grass (*Phalaris arundinacea*) and thistle, will be necessary to ensure successful establishment of the naturalized bioswale. Some of the more aggressive native species may need to be managed to maintain diversity. HLR recommends woody sapling removal and continued herbicide treatment of herbaceous invasives. Low coverage areas should be over seeded with custom native seed mixes for the upland and wetland areas as needed.

Fee Schedule:

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

SECTION IV: PROJECT LOCATIONS

59th and Washington Street Bio-Retention Facility

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

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

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

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

Management History and Recommendations

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

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



Fee Schedule:

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

SECTION IV: PROJECT LOCATIONS

Grove Street Rain Gardens

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

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

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

Damage by vehicle traffic was evident during our site inspection. The edges of these gardens, directly butting up against the drive, would benefit from the planting of short native grasses, such as Little Bluestem, complimentary to those already in place, to sway traffic away from the planted area. During the winter season when snowfall is abundant, fiberglass reflector rods may be necessary to direct traffic away from the otherwise hidden rain gardens.

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

Management History and Recommendations

HLR has managed the Grove Street Rain Gardens since 2014. Hand-weeding has been a successful management tool and was completed six times throughout the season. The planted areas exhibit significant native character. Early in the season, the dead vegetation was cut, raked, and taken off-site to maintain aesthetics. This will be necessary in the future to maintain a neat appearance for the naturalized area. Several of the taller species, such as wild golden glow (*Rudbeckia lacinated*), were removed to improve vision lines for parking lot and street traffic. Installation of a split rail fence would prevent snow plow damage and may provide a more organized appearance to community stakeholders. Per the RFP, we will remove plants greater than 30" in height and replace them with shorter plants to be approved by the Village prior to installation.



Fee Schedule:

Grove Street Rain Garden	
Task	Recommended Cost
Site Management	\$1,560.00
Mulch	\$520.00
Plant Replacement	\$1,200.00
Grove Street Rain Garden Total	\$3,280.00

SECTION IV: PROJECT LOCATIONS

Valley View Pond

Valley View Pond is located behind Valley View Drive, from Foster Place to Waterfall Place. This area consists of a large open water pond with a gradual shoreline and wide prairie buffer. Plant communities include emergent, shoreline, wet mesic prairie, and mesic prairie. A drainage channel extends along the north section of the site. A berm is located between the channel and the pond. Emergent vegetation, including blueflag iris, common arrowhead (*Sagittaria latifolia*), and broad-fruit bur-reed (*Sparganium eurycarpum*), can be found in both the channel and the pond. A small group of yellow pond-lily (*Nuphar advena*) and American white water-lily (*Nymphaea odorata*) can be found at the west side of the pond. Vegetation within the shoreline zone includes dark green bulrush (*Scirpus atrovirens*), river bulrush (*Schoenoplectus fluviatilis*), and prairie cordgrass. The prairie buffer and berm support a diverse group of native species, including big bluestem (*Andropogon gerardii*), red columbine (*Aquilegia canadensis*), tall boneset (*Eupatorium altissimum*), saw-tooth sunflower (*Helianthus grosseserratus*), and foxglove beardtongue (*Penstemon digitalis*). A turf grass path was seeded along the southern site boundary and was poorly established. It is especially susceptible to common weedy species such as Canada thistle. Purple loosestrife (*Lythrum salicaria*), a particularly aggressive wetland invasive species, can be found throughout the site.



Management History and Recommendations

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

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

Fee Schedule:

Valley View	
Task	Recommended
Spot Seed	\$560.00
Winter Mow	\$2,600.00
Site Management	\$6,400.00
Valley View Total	\$9,560.00

SECTION IV: PROJECT LOCATIONS

Forest Avenue Rain Gardens

Forest Avenue Rain Gardens are located along Forest Avenue between Herbert Street and 41st Street. The site consists of three small rain gardens, two on the west side of the street and one on the east side. All three have similar vegetative composition; obedient plant (*Physostegia virginiana*) appears to be the most dominant followed by eastern woodland sedge (*Carex blanda*) and common fox sedge (*Carex stipata*). Field sow thistle (*Sonchus arvensis*) and Canada thistle (*Cirsium arvense*) have been removed from the sites. However, it appears the soil has invasive seeds in the seed bank and will require continual management.



Management History and Recommendations

The site was managed in 2016 with two hand weeding treatments and one herbicide application. Minimal invasive species are present within the site. Continued management of prevalent weedy species will be necessary to maintain the existing species quality and diversity which are present. The site may benefit from seasonal clearing to present a neat appearance. Resident mowing has been an issue for two of the rain gardens. Per the RFP, the scope will include coordination with the existing homeowners in conjunction with Village staff to re-establish the two southern locations. HLR recommends continued hand-pulling of invasive and weedy species. Native plugs with showy and deep-rooted species would enhance aesthetics and improve rainwater infiltration. Signage is recommended to educate residents about the flood reduction feature of the rain gardens.

Fee Schedule:

Forest Rain Gardens	
Task	Recommended
Live Plant Install	\$1,680.00
Site Management	\$1,680.00
Mulch	\$520.00
Forest Rain Gardens Total	\$3,880.00

SECTION IV: PROJECT LOCATIONS

Deer Creek

Deer Creek is located on the north slope of Saint Joseph Creek between Fairview Avenue and Deerpath Lane, to the roadside of 56th Street. The dominant herbaceous species along the slope include common ragweed (*Ambrosia artemisiifolia*), reed canary grass, and pokeweed. Large amounts of buckthorn, white mulberry, box elder, and honeysuckle are also present along the slope. The area between the slope and the curb of 56th street consists of turf grass that should be converted to a low growing prairie mix as to not restrict visibility from the adjacent road.



Management Recommendations

1. Removal of woody species including mulberry, box elder, honeysuckle, and buckthorn. Removal of these invasive species will allow more light to penetrate to the slope, allowing herbaceous species to stabilize the slope.
2. Herbicide the existing turf grass and heavy overseeding of the area is recommended.
3. Continued maintenance of the area would consist of herbicide treatments for any woody regrowth and herbicide and mechanical removal of invasive species within the prairie.
4. We recommend installing shrubs within the slope, such as common buttonbush (*Cephalanthus occidentalis*) or elderberry (*Sambucus canadensis*).

Fee Schedule:

Deer Creek	
Task	Recommended
General Maintenance	\$3,200.00
Woody Removal	\$4,000.00
Herbicide Turf- Between Deerpath and Fairview	\$850.00
Seeding	\$900.00
Deer Creek Total	\$5,750.00

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Hampton, Lenzini, and Renwick, Inc.

Company Name

380 Shepard Drive

Street Address of Company

Elgin, Illinois, 60123

City, State, Zip

847-697-6700

Business Phone

847-697-6753

Fax

Date: April 15, 2019

espolar@hlreng.com

Email Address

Erica Spolar

Contact Name (Print)

847-997-1211

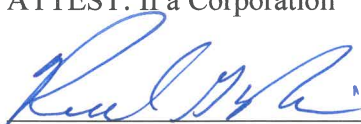
24-Hour Telephone


Signature of Officer, Partner or
Sole Proprietor

ReJena Lyon, CEO/President

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



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: Same as above.
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: *Reign You*

DATE: 4/15/2019

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to 2019 Native Landscape and Natural Areas Maintenance, Proposer Hampton, Lenzini, and Renwick, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

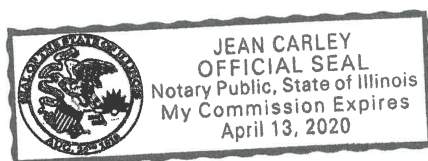
1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: ReJena Lyon ReJena Lyon, President/CEO
Proposer's Authorized Agent

3	6	-	2	5	5	5	9	8	6
---	---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER

OR _____
Social Security Number



Subscribed and sworn to before me
this 15 day of April, 2019.

Jean Carley
Notary Public

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, 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, PE, PLS

Secretary: Randy Newkirk, PE

Treasurer: Amy McSwane, PE

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.)

Limited Liability Company (LLC)

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

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

(c) Partnership

Names and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the State of _____.

(d) Sole Proprietor

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

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

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

Insurer's Name Willis of Illinois, Inc.

Agent Willis A & E Group

Street Address 233 South Wacker Drive, Suite 2000
 City, State, Zip Code Chicago, Illinois 60606

Telephone Number 312-288-7700

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

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

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

Signature: 

Date: April 15, 2019

Village of Downers Grove

Suspension or Debarment Certificate

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

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

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

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

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

Address: 380 Shepard Drive

City: Elgin

Zip Code: 60123

Telephone: (847) 697-6700

Fax Number: (847) 697-6753

E-mail Address: jlyon@hlreng.com

Authorized Company Signature: 

(Print)Name: ReJena Lyon

Title of Official: President/CEO

Date: April 10, 2019

Village of Downers Grove

Campaign Disclosure Certificate

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

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

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

By signing the bid 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:

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


Signature

ReJena Lyon
Print Name

☐ Proposer/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

EXHIBIT A

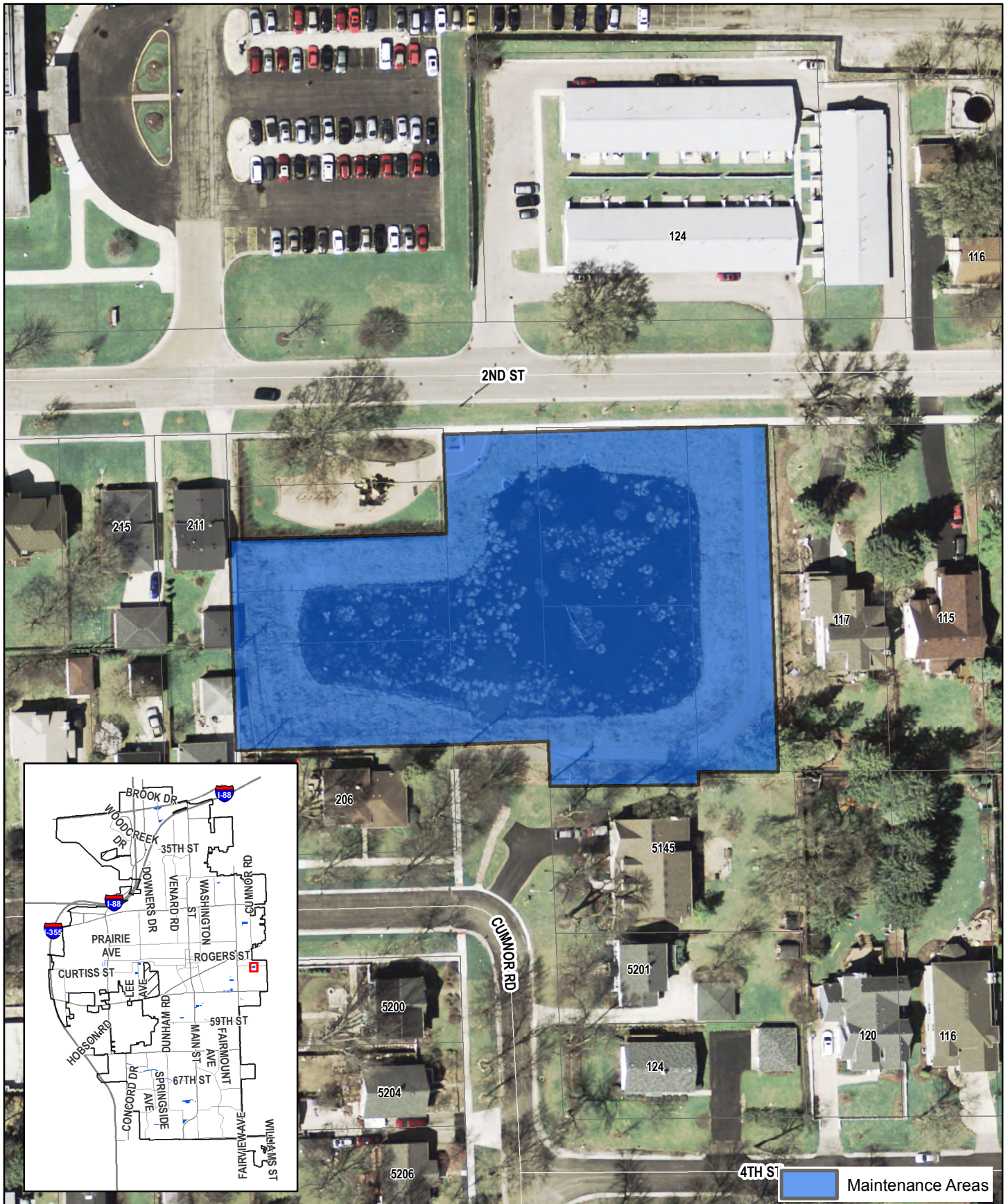


1

Maintenance Areas in Downers Grove

2nd and Cumnor Storm Water Facility

1.4 acres



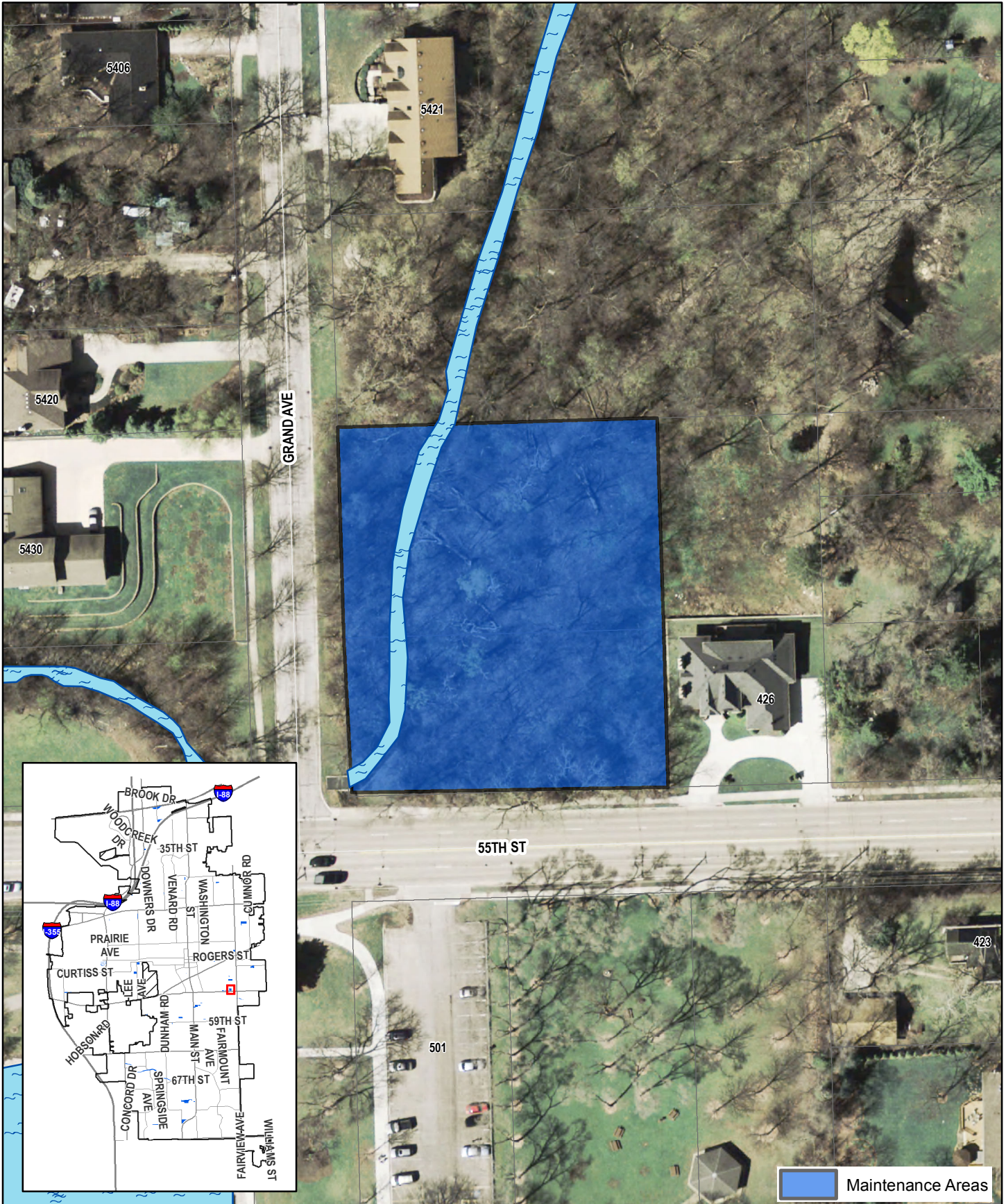


2

Maintenance Areas in Downers Grove

Grand and 55th

1.05 acres



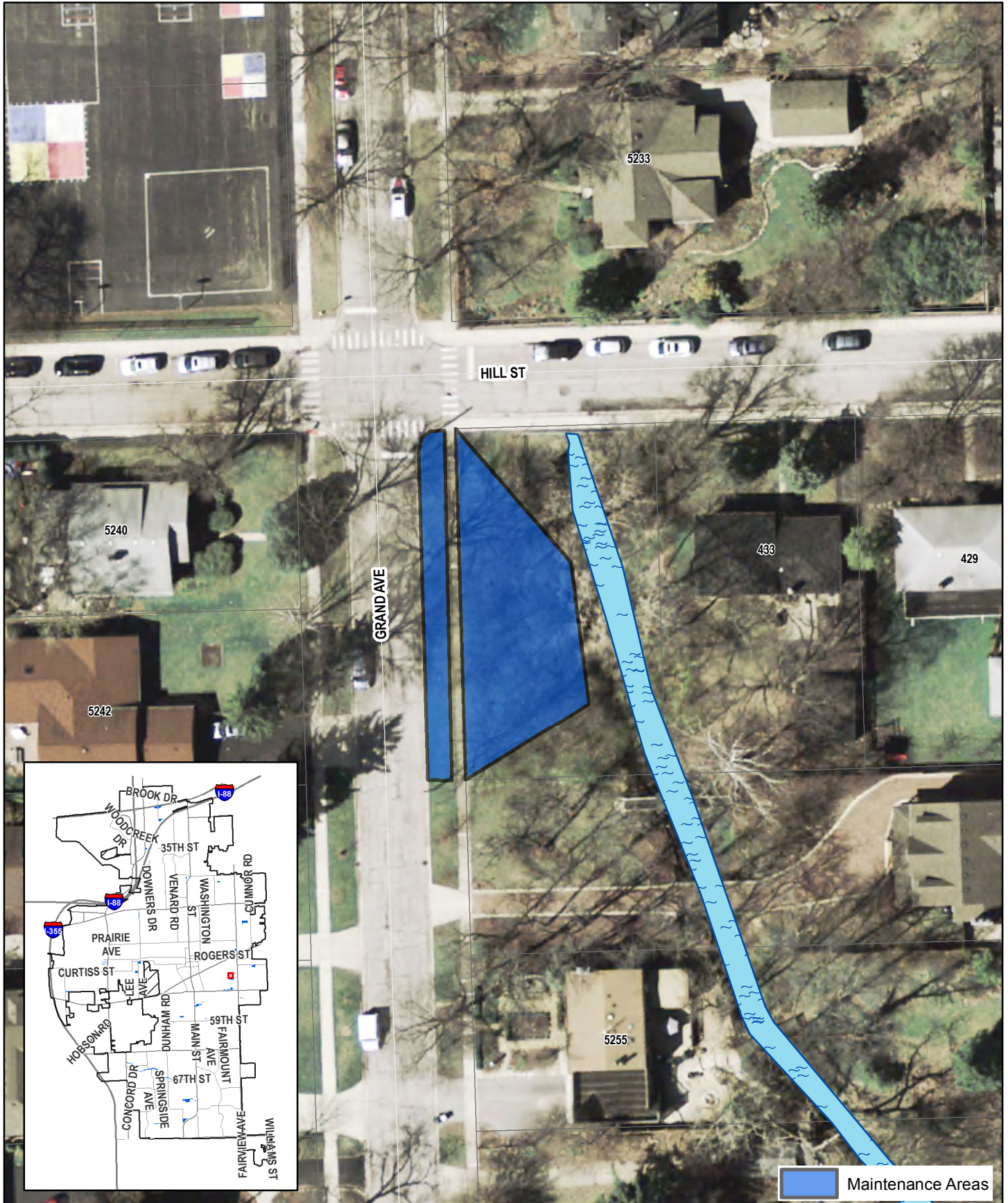


3

Maintenance Areas in Downers Grove

Grand and Hill

0.12 acres



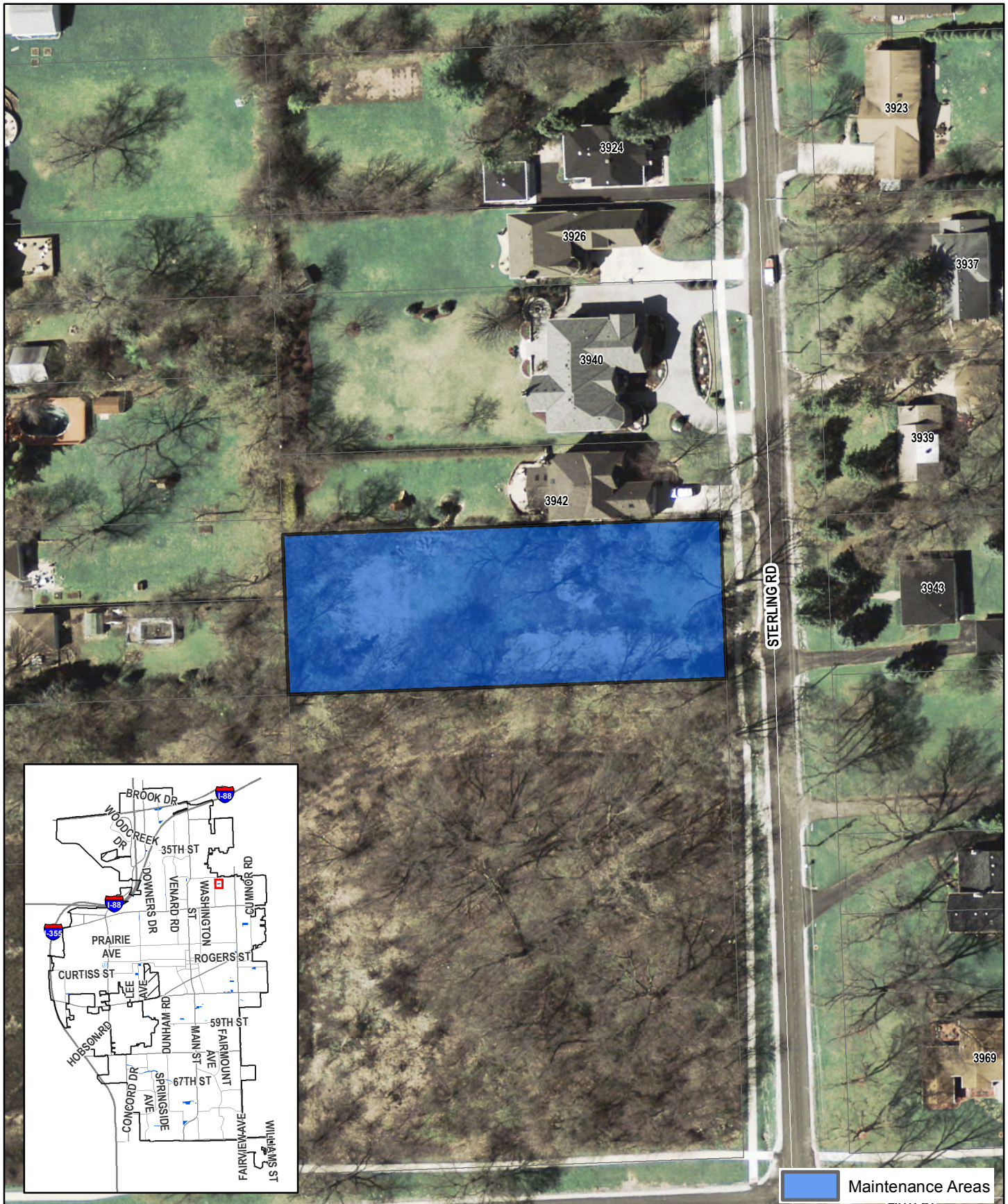


4

Maintenance Areas in Downers Grove

Sterling, N of 40th

0.63 acres



Maintenance Areas

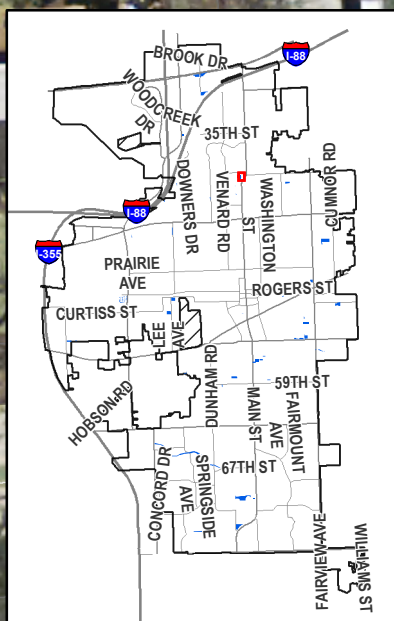
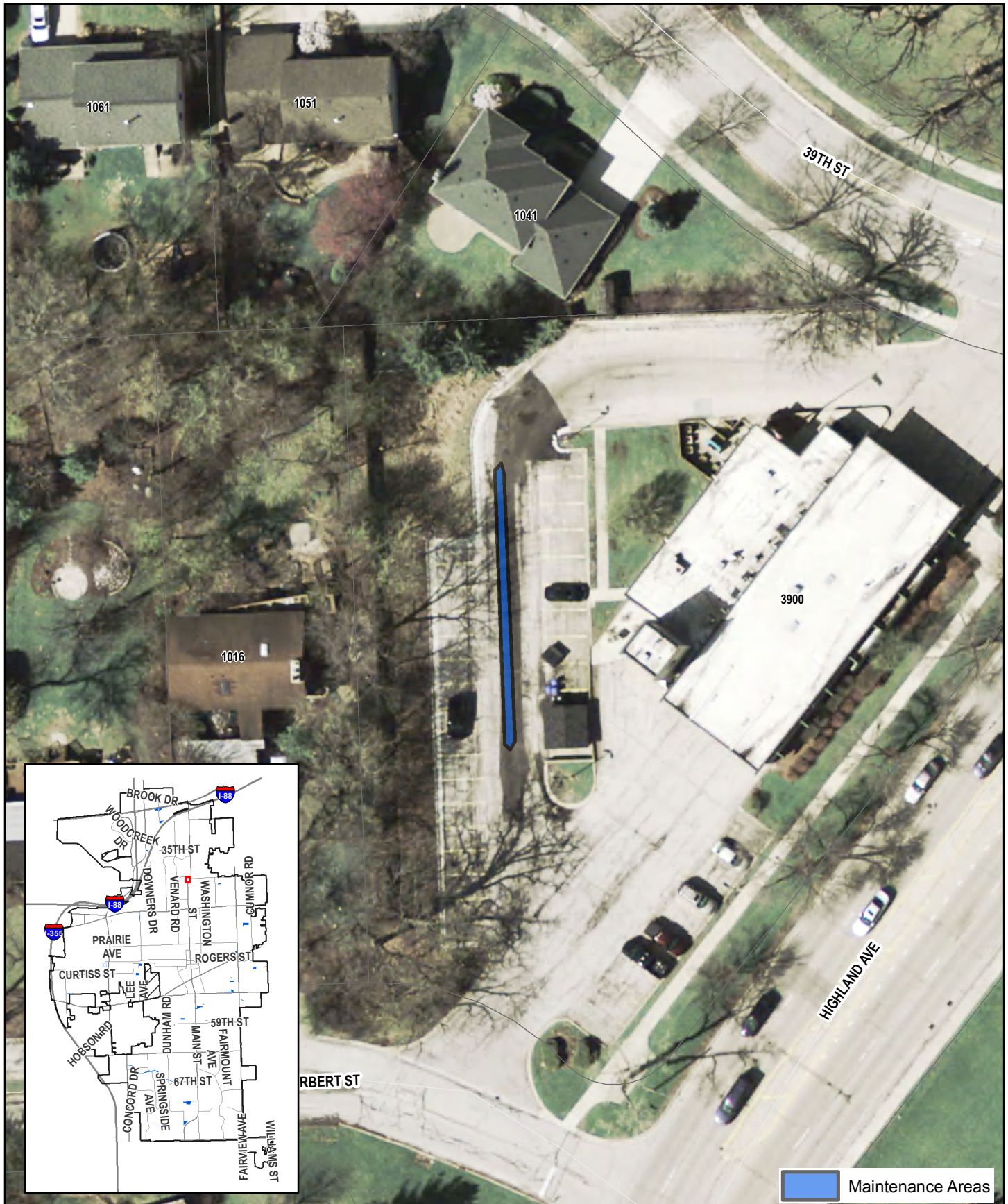


Maintenance Areas in Downers Grove

5

Fire Station #3 Bio-Swale

0.01 acres



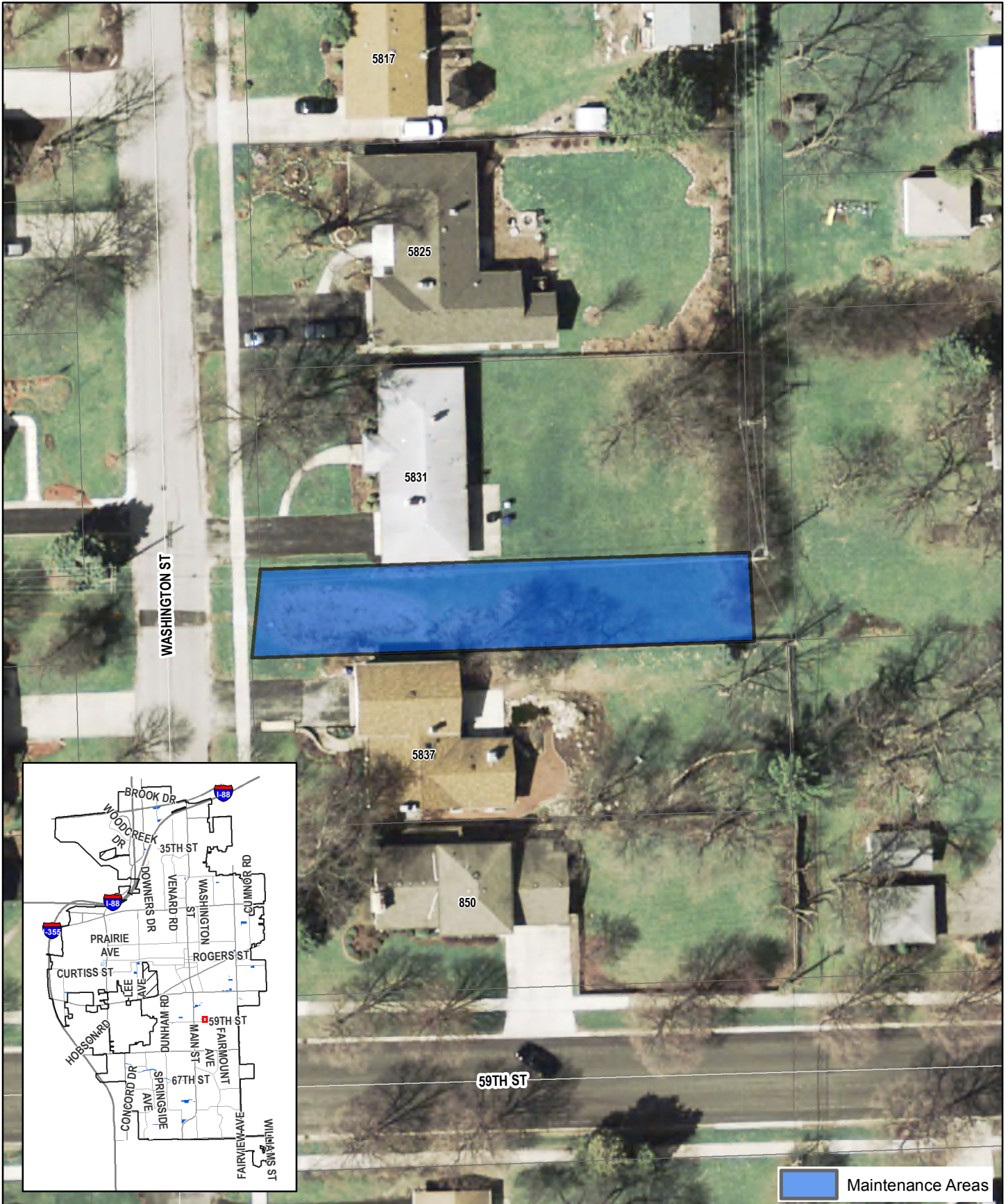


6

Maintenance Areas in Downers Grove

59th and Washington St Bio-Retention Facility

0.14 acres



 Maintenance Areas



7

Maintenance Areas in Downers Grove

Grove Street Rain Gardens

0.01 acres



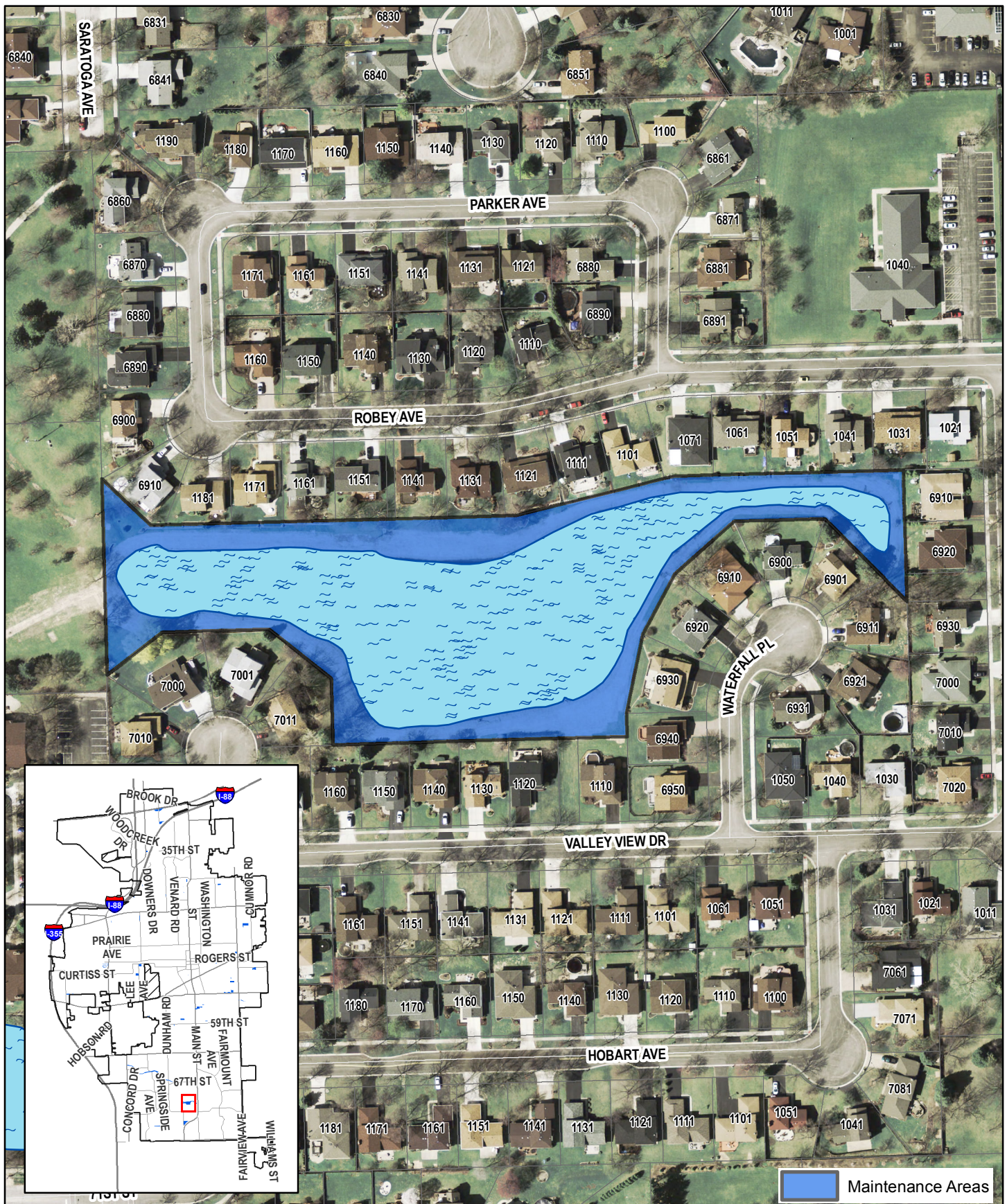


8

Maintenance Areas in Downers Grove

Valley View Pond

4.27 acres



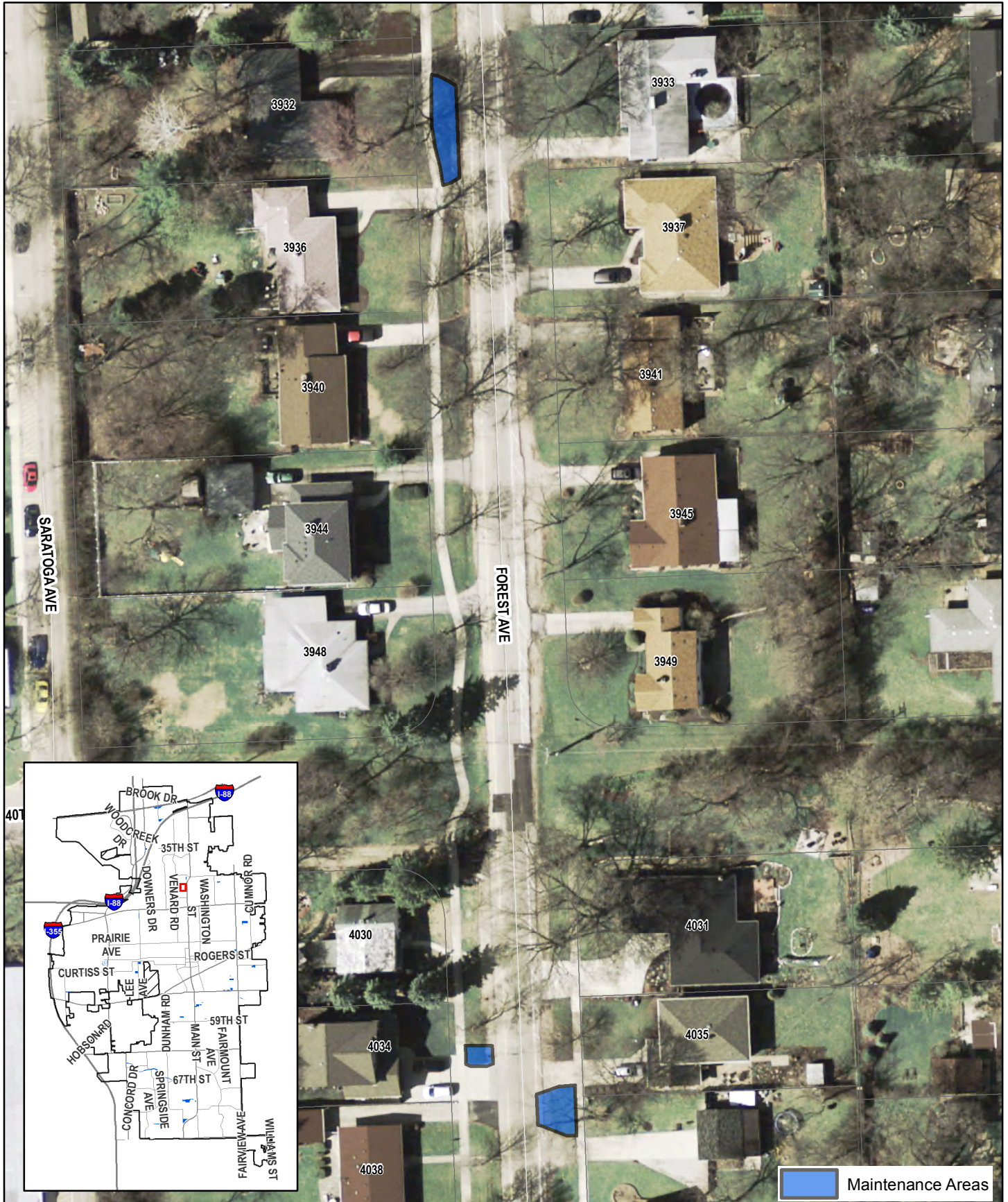


9

Maintenance Areas in Downers Grove

Forest Ave Rain Gardens

0.03 acres





Deer Creek

1.15 acres





Village of Downers Grove

Consultant Evaluation

Contractor: Hampton, Lenzini & Renwick, Inc.

Project: Monitoring and Maintenance of Native Planting Areas

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

Time Period: May 2018 thru December 2018

On Schedule (allowing for uncontrollable circumstances) ☒ Yes ☐ No

Provide details if early or late completion:

Change Orders (attach information if needed): None

Difficulties / Positives: Very responsive

Interaction with public:

☒ Excellent ☐ Good ☐ Average ☐ Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☒ Well Satisfied ☐ Satisfied ☐ Not Satisfied

Reviewers: John Welch, P.E., CFM

Date: 02/06/19