

VILLAGE OF DOWNERS GROVE
Report for the Village
7/16/2019

SUBJECT:	SUBMITTED BY:
2019 Native Landscape and Natural Areas Maintenance, Contract 2	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a three year contract for Additional Native Landscaping and Natural Areas Maintenance to Hampton, Lenzini and Renwick, Inc. (HLR), of Elgin, Illinois in an amount of \$197,772, which includes a 20% contingency. The contract price for 2019 is \$100,140.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY19 budget includes \$104,000 in the Stormwater Fund for maintenance of these Village-owned naturalized areas.

RECOMMENDATION

Approval on the July 16, 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 the following locations:

- Northwest corner of Fairview Ave. and Austin St.
- Brookbank South – south of 59th St. and east of Middaugh Ave.
- Brookbank North – wetland area north of 59th St. and south of Jefferson St.
- Clyde Estates Bioswales
- Dunham Rd. and Lemont Rd.
- Commuter Lot H

The scope of work generally includes chemical and mechanical control of invasive plants, the removal of dead vegetation, enhancing the vegetation with plants and/or seeding, mowing and site monitoring, assessments

and reporting. The request for proposals included two locations along Lee Street; however, this work will be deferred to a future date.

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 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

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: July 16, 2019
(Name)

RECOMMENDATION FROM: _____ FILE REF: _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

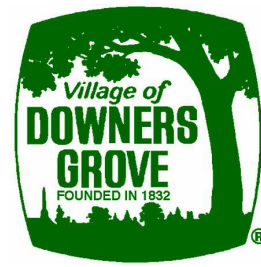
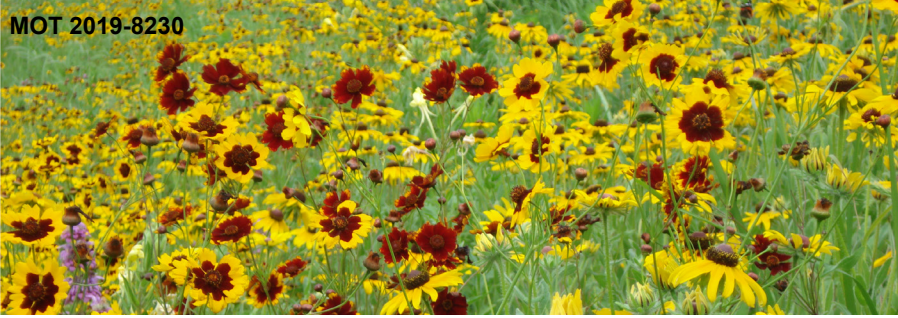
Motion to authorize execution of a three (3) year contract for native landscaping and natural areas maintenance to Hampton, Lenzini and Renwick, Inc. in the amount of \$164,810 plus 20% contingency in the amount of \$32,962 for a total not-to-exceed \$197,772.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a there (3) year contract for native landscaping and natural areas maintenance to Hampton, Lenzini and Renwick, Inc. in the amount of \$164,810 plus 20% contingency in the amount of \$32,962 for a total not-to-exceed \$197,772.

RECORD OF ACTION TAKEN:



Proposal

2019-2021 Additional Native Landscape and Natural Areas Maintenance

May 30, 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:

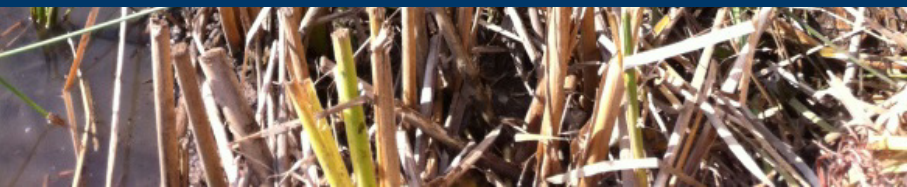
Hampton, Lenzini and Renwick, Inc. (HLR)
380 Shepard Drive
Elgin, Illinois 60123
Ph. (847) 697-6700
Fax (847) 697-6753

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.hlrengineering.com

May 30, 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 – 2019-2021 Additional Native Landscape and Natural Areas Maintenance

Dear Mr. Welch:

The Village of Downers Grove has been proactive in maintaining its native sites. This focus has provided improvements to water quality, floristic quality and diversity, flood storage, sediment trapping, soil stabilization, nutrient removal and retention, and wildlife habitat.

The projects discussed in our submittal include Village-owned parcels at Austin and Fairview, wetlands at Brookbank north and south of 59th, the Clyde Estates bio-swale, Dunham and Lemont, Lee Avenue and Gilbert Avenue, two parcels between 5110 and 5310 Lee Avenue, and commuter Lot H at the Belmont train station. 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.

Our team has worked with the Village of Downers Grove on their native landscape sites since 2014. We are proud of the relationship we have built with Village staff and residents. Our team members have been consistent the past few years, and our crews understand how to effectively communicate with the residents, in addition to managing the needs of each site. This will allow us to be more proactive in addressing and alleviating concerns before they become a problem.

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

2019-2021 ADDITIONAL NATIVE LANDSCAPE AND NATURAL AREAS MAINTENANCE



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Austin and Fairview

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Clyde Estates Bio-Swale

Dunham and Lemont

Lee Street and Gilbert Avenue

Lee Street

Commuter Lot H

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Village of Downers Grove



® REQUEST FOR PROPOSAL

Name of Proposing Company: _____

Project Name: **2019-2021 Additional Native Landscape and Natural Areas Maintenance**

Proposal No.: N/A

Proposal Due: Thursday, May 30, 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: May 16, 2019

This document consists of 34 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.

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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

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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

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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

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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.

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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 locations have been planted in the last five years and have received minimal attention, and others may require immediate attention. The Village wishes to contract with a qualified firm to provide various 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	Austin and Fairview	NW corner of Austin and Fairview	No recent M&M
2	Wetland at Brookbank, south of 59th	At dead end of Brookbank, north of 59 th St	No recent M&M
3	Wetland at Brookbank, north of 59th	West of 5912 and 5918 Brookbank	No recent M&M
4	Clyde Estates Bio-Swale	At the intersection of Clyde Ave and Washington St	No M&M since 2017
5	Dunham and Lemont	East side of Dunham, north of Lemont	No recent M&M
6	Lee St and Gilbert Ave – Japanese Knotweed treatment only	2 parcels at SE corner of Lee and Gilbert	No recent M&M
7	Lee St – Japanese knotweed treatment only	2 parcels between 5110 and 5310 Lee	No recent M&M
8	Commuter Lot H	SW of Belmont train station, at Belmont and Warren	No recent M&M

- 2.2 Project Location maps can be found in Exhibit A.

Village of Downers Grove

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
- All areas are located on Village property. No work shall extend on to private property without the permission of the Village.
- Pesticide application ILG87 NPDES permits with the Illinois EPA are required to be completed by the contractor.

Consultant shall have a representative with an ecology degree meet and discuss the planned maintenance and desired outcomes with homeowners, either individually or collectively, in areas adjacent to private property. In addition, Contractor shall provide educational pamphlets, as required, recommending appropriate private property maintenance that would help facilitate native plant management goals at each location.

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

An annual report for each location, documenting work completed and recommending work for the following year, shall be completed by January 31 of the following year.

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

Village of Downers Grove

- 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 Notice to Proceed (NTP).

5. PERIOD OF SERVICE

- 5.1 It is anticipated that notice of award will be given early June, and these services will be complete by January 31, 2022.

Village of Downers Grove

- 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.

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.

2019 SCHEDULE OF PRICES

Task	Price
1 Management- Austin and Fairview	\$ 13,800.00
2 Management- Brookbank, south of 59th	\$ 10,400.00
3 Management- Brookbank, north of 59th	\$ 10,400.00
4 Management- Clyde Estates Bio-Swale	\$ 10,600.00
5 Management- Dunham and Lemont	\$ 29,650.00
6 Management- Commuter Lot H	\$ 8,600.00
7 Contingency @ 20%	\$ 16,690.00
TOTAL CONTRACT PRICE FOR 2019	\$ 100,140.00

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	\$680.00
3 person crew- 1 day minimum	per 8 hr day w/ herbicide	DAY	\$1,680.00

Village of Downers Grove

2020 SCHEDULE OF PRICES

Task	Price
1 Management- Austin and Fairview	\$ 4,400.00
2 Management- Brookbank, south of 59th	\$ 8,000.00
3 Management- Brookbank, north of 59th	\$ 9,100.00
4 Management- Clyde Estates Bio-Swale	\$ 4,010.00
5 Management- Dunham and Lemont	\$ 9,050.00
6 Management- Commuter Lot H	\$ 2,200.00
7 Contingency @ 20%	\$ 7,352.00
TOTAL CONTRACT PRICE FOR 2020	\$ 44,112.00

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	\$680.00
3 person crew- 1 day minimum	per 8 hr day w/ herbicide	DAY	\$1,680.00

Village of Downers Grove

2021 SCHEDULE OF PRICES

Task	Price
1 Management- Austin and Fairview	\$ 4,400.00
2 Management- Brookbank, south of 59th	\$ 12,220.00
3 Management- Brookbank, north of 59th	\$ 12,220.00
4 Management- Clyde Estates Bio-Swale	\$ 4,020.00
5 Management- Dunham and Lemont	\$ 9,450.00
6 Management- Commuter Lot H	\$ 2,290.00
7 Contingency @ 20%	\$ 8,920.00
TOTAL CONTRACT PRICE FOR 2021	\$ 53,520.00

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	\$680.00
3 person crew- 1 day minimum	per 8 hr day w/ herbicide	DAY	\$1,680.00

COMPLETE CONTRACT PRICE 2019-2021 \$ 197,772.00

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

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.

2019-2021 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 the native area management of 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

2019-2021 Management (continued)

- **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 tasks include 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 one 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

Austin and Fairview

Austin and Fairview is located at the intersection of Austin Street and Fairview Avenue. This site is a vacant lot with a creek extending diagonally through and continuing on the west side of Fairview Avenue. A 10 foot prairie buffer exists along the creek bank, surrounded by mowed turf grass. The site has a low ecological value due to its small size and lack of overall diversity. This site has moderate community interest because it is highly visible from Fairview Avenue, adjacent residences, and the sidewalk.

It is recommended that the mowed turf grass area be converted to a native prairie buffer, with wetland plants placed in the creek. **Turf conversion can be modified in size, timing, and scope depending on the Village’s needs and budget.**

Management Recommendations:

1. Herbicide the existing turf grass and heavy overseeding of the area is recommended.
2. Woody removal along the eastern boundary to remove all invasive species.
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.



Fee Schedule

Austin and Fairview		
Task	Year	Cost
Turf Conversion	2019	\$9,400.00
General Maintenance	2019	\$4,000.00
Floristic Quality Inventory	2019	\$400.00
General Maintenance	2020	\$4,000.00
Floristic Quality Inventory	2020	\$400.00
General Maintenance	2021	\$4,000.00
Floristic Quality Inventory	2021	\$400.00
3-Year Total		\$22,600.00



SECTION IV: PROJECT LOCATIONS

Brookbank North (north of 59th)

Brookbank North is located on Brookbank Road, north of 59th Street. The site is dominated by broad-leaved cattail (*Typha latifolia*) with a reed canary grass (*Phalaris arundinacea*) border (southwest portion). A small section of river bulrush, a desirable native plant, is located along the eastern portion of the site. A creek extends through the center of the site. The northeast corner is dominated by a mixture of native and invasive trees including buckthorn, box elder, honeysuckle, sandbar willow (*Salix interior*), silver maple, and white mulberry. Residential dumping was present along the northern site boundary along with approximately 40 feet of mowing encroachment. Brookbank was given a low ecological value due to the lack of diversity in plant communities, habitat benefits, and location. The stormwater management benefits it could provide in the future can increase this to moderate ecological value. This area was rated as moderate community interest due to its isolated location. **Woody removal and cattail management can be modified in size, timing, and scope depending on the Village's needs and budget.**



Management Recommendations:

1. Remove cattail with extensive herbicide treatments.
2. Establish a wide (10'-15') buffer of wet-meadow forbs and grasses around the site for wildlife, water quality, and aesthetic benefits.
3. Heavy seeding of a wetland mix is recommended for the center of the site.
4. Plant native obligate wetland species (150 plugs) such as swamp rose mallow to increase diversity and add visual appeal for nearby residents.
5. We recommend selective removal of the woody understory. Invasive species primarily consist of buckthorn and honeysuckle. Opening up the understory will allow more light to penetrate to the forest floor and allow herbaceous species to stabilize the soil.

Fee Schedule

Brookbank North		
Task	Year	Cost
Cattail Eradication	2019	\$6,100.00
General Maintenance	2019	\$750.00
Woody Removal	2019	\$3,150.00
Floristic Quality Inventory	2019	\$400.00
Cattail Eradication	2020	\$6,100.00
Seeding	2020	\$2,600.00
Floristic Quality Inventory	2020	\$400.00
Plug Install	2021	\$1,100.00
Cattail Eradication	2021	\$6,100.00
General Maintenance	2021	\$2,250.00
General Maintenance	2021	\$2,370.00
Floristic Quality Inventory	2021	\$400.00
3-Year Total		\$31,720.00



SECTION IV: PROJECT LOCATIONS

Brookbank South (south of 59th)

Brookbank South is located north of Arnold Court and south of 59th Street. Brookbank South includes a forested creek with a wetland area to the east and south east.

The primary focus of management is to ensure the creek is clear of debris and any blockages. The cattail will be treated with herbicide each year. Buckthorn and honeysuckle shrubs and trees will be treated with herbicide and removed. This site is rated high for community value, as it is immediately adjacent to several homes. It is rated high for ecological value because of the stormwater management benefits it provides. **Woody removal and cattail management can be modified in size, timing, and scope depending on the Village's needs and budget.**



Management Recommendations:

1. Remove cattail within site boundaries with extensive herbicide treatments.
2. Plant native obligate wetland species (150 plugs) such as swamp rose mallow to increase diversity and add visual appeal for nearby residents.
3. We recommend selective removal of the woody understory. Invasive species primarily consist of buckthorn and honeysuckle. Opening up the understory will allow more light to penetrate to the forest floor and allow herbaceous species to stabilize the soil.

Fee Schedule

Brookbank South		
Task	Year	Cost
Cattail Eradication	2019	\$6,100.00
General Maintenance	2019	\$750.00
Woody Removal	2019	\$3,150.00
Floristic Quality Inventory	2019	\$400.00
Cattail Eradication	2020	\$6,100.00
Seeding	2020	\$1,500.00
Floristic Quality Inventory	2020	\$400.00
Plug Install	2021	\$1,100.00
Cattail Eradication	2021	\$6,100.00
General Maintenance	2021	\$2,250.00
General Maintenance	2021	\$2,370.00
Floristic Quality Inventory	2021	\$400.00
3-Year Total		\$30,620.00



SECTION IV: PROJECT LOCATIONS

Clyde Estates Bio-Swale

Clyde Estates Bio-Swale is located between 60th Place and Washington, and north of Clyde Avenue. Extensive replanting was conducted in 2017, but maintenance has not been completed since then. Additional plantings are recommended to fill in areas where invasives are dominant. The prairie cordgrass will be clustered by the outlets. The purple prairie clover, rattlesnake master, and wild bergamot will be in the driest, most upland areas. The switchgrass, grey-headed coneflower, New England aster, and pale purple coneflower are versatile species and will thrive anywhere onsite, except right by the outlets.

Clyde Estates Bio-Swale has moderate ecological value due to habitat benefits and its capacity for flood water storage. The area has high community interest due to its proximity to neighboring residences.

HLR recommends intensive maintenance of this area, consisting of hand pulling weedy species and cutting of woody saplings several times a year to maintain its diversity and attractiveness. We are also proposing to enhance the bioswale with additional plantings, including prairie cordgrass, New England Aster, switchgrass, grey-headed coneflower, pale purple coneflower, purple prairie clover, rattlesnake master, and wild bergamot. Approximate locations are included in the map above.



Fee Schedule

Clyde Estates Bio-Swale		
Task	Year	Cost
Plug Install	2019	\$5,600.00
General Maintenance	2019	\$3,500.00
Winter Mow	2019	\$400.00
Mulch Border	2019	\$700.00
Floristic Quality Inventory	2019	\$400.00
General Maintenance	2020	\$2,500.00
Winter Mow	2020	\$410.00
Mulch Border	2020	\$700.00
Floristic Quality Inventory	2020	\$400.00
General Maintenance	2021	\$2,500.00
Winter Mow	2021	\$420.00
Mulch Border	2021	\$700.00
Floristic Quality Inventory	2021	\$400.00
3-Year Total		\$18,630.00



SECTION IV: PROJECT LOCATIONS

Dunham and Lemont

Dunham and Lemont is a high profile 1.94 acre site located at the intersection of Dunham Road and Lemont Road. The northwest corner of the site is dominated by a cattail field surrounded by riverbank grape (*Vitis riparia*), honeysuckle, buckthorn, sandbar willow, and black raspberry (*Rubus occidentalis*). The remainder of the site is dominated by turf grass.

Dunham and Lemont is rated low for ecological value due to lack of vegetative diversity. This site has high community interest due to its visibility from the busy intersection of Dunham and Lemont Road. The southwest corner of the site has Village welcome signage.

The turf grass around the wetland would be herbicided and converted to a low grow prairie. The wetland would be seeded with natives after more woody invasives are removed. **Woody removal and turf conversion can be modified in size, timing, and scope depending on the Village’s needs and budget.**

Management recommendations:

1. Convert the turf grass to a prairie with an herbicide application to the grass and heavy seeding of the area. The seed mix would include a mix of prairie grasses and forbs.
2. Remove invasive woody species within 10 feet of the walkway on Dunham Road.
3. Remove cattail with extensive herbicide treatments. Following removal, heavy seeding of the area with a wetland mix is recommended for the area.



Fee Schedule

Dunham and Lemont		
Task	Year	Cost
Turf and Wetland Conversion	2019	\$12,000.00
Woody Removal in Wetland	2019	\$8,000.00
Cattail Removal	2019	\$2,000.00
General Maintenance	2019	\$7,250.00
Floristic Quality Inventory	2019	\$400.00
Cattail Removal	2020	\$1,000.00
General Maintenance	2020	\$7,650.00
Floristic Quality Inventory	2020	\$400.00
Cattail Removal	2021	\$1,000.00
General Maintenance	2021	\$8,050.00
Floristic Quality Inventory	2021	\$400.00
3-Year Total		\$48,150.00



SECTION IV: PROJECT LOCATIONS

Commuter Lot H

Lot H is located within the Belmont BNSF Metra Parking lot west of Belmont Road. The site includes all medians and borders of the parking lot boundaries. The center bioswale has an existing established prairie. Lot H has a low ecological value due to its size and location. This area has high community interest because it is within the Metra parking lot.

This area has degraded in the past few years with lack of maintenance and requires extensive replanting. HLR recommends herbicide treatments to invasive species growing within the bioswale. The bioswale should be mowed and planted with little bluestem, side-oats grama, black-eyed Susan, and wild bergamot to further establish the area.



Fee Schedule

Lot H		
Task	Year	Cost
Invasive Removal	2019	\$2,600.00
Plug Install	2019	\$5,600.00
Floristic Quality Inventory	2019	\$400.00
General Maintenance	2020	\$1,800.00
Floristic Quality Inventory	2020	\$400.00
General Maintenance	2021	\$1,890.00
Floristic Quality Inventory	2021	\$400.00
3-Year Total		\$13,090.00

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:	
Hampton, Lenzini and Renwick, Inc. Company Name	Date: May 29, 2019
380 Shepard Drive Street Address of Company	kkase@hlreng.com Email Address
Elgin, Illinois 60123 City, State, Zip	Karen Kase Contact Name (Print)
847-697-6700 Business Phone	224-558-0021 24-Hour Telephone
847-697-6753 Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	Erica Spolar, Executive Vice President Print Name & Title
 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 | Medica <u>Corporation</u> |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: *Erica Spolar* **DATE:** 5-23-2019

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to 2019-2021 Additional Native Landscape and Natural Areas Maintenance, Proposer Hampton, Lenzini and Renwick, Inc. hereby certifies the following:
(Name of Project) (Name of Proposer)

- 1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
- 2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
- 3. Proposer certifies that 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: Erica Spolar Erica Spolar, Executive Vice President
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 21 day of May, 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 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, PE, PLS

Secretary: Randy Newkirk, PE

Treasurer: Amy McSwane, PE, PTOE

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: Erica Spolar, Executive Vice President

Signature: 

Date: May 29, 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: espolar@hlreng.com

Authorized Company Signature: 

(Print)Name: Erica Spolar Title of Official: Executive Vice President

Date: May 29, 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.

Erica Spolar
Signature

Erica Spolar
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



Maintenance Areas in Downers Grove

Austin and Fairview

0.36 acres

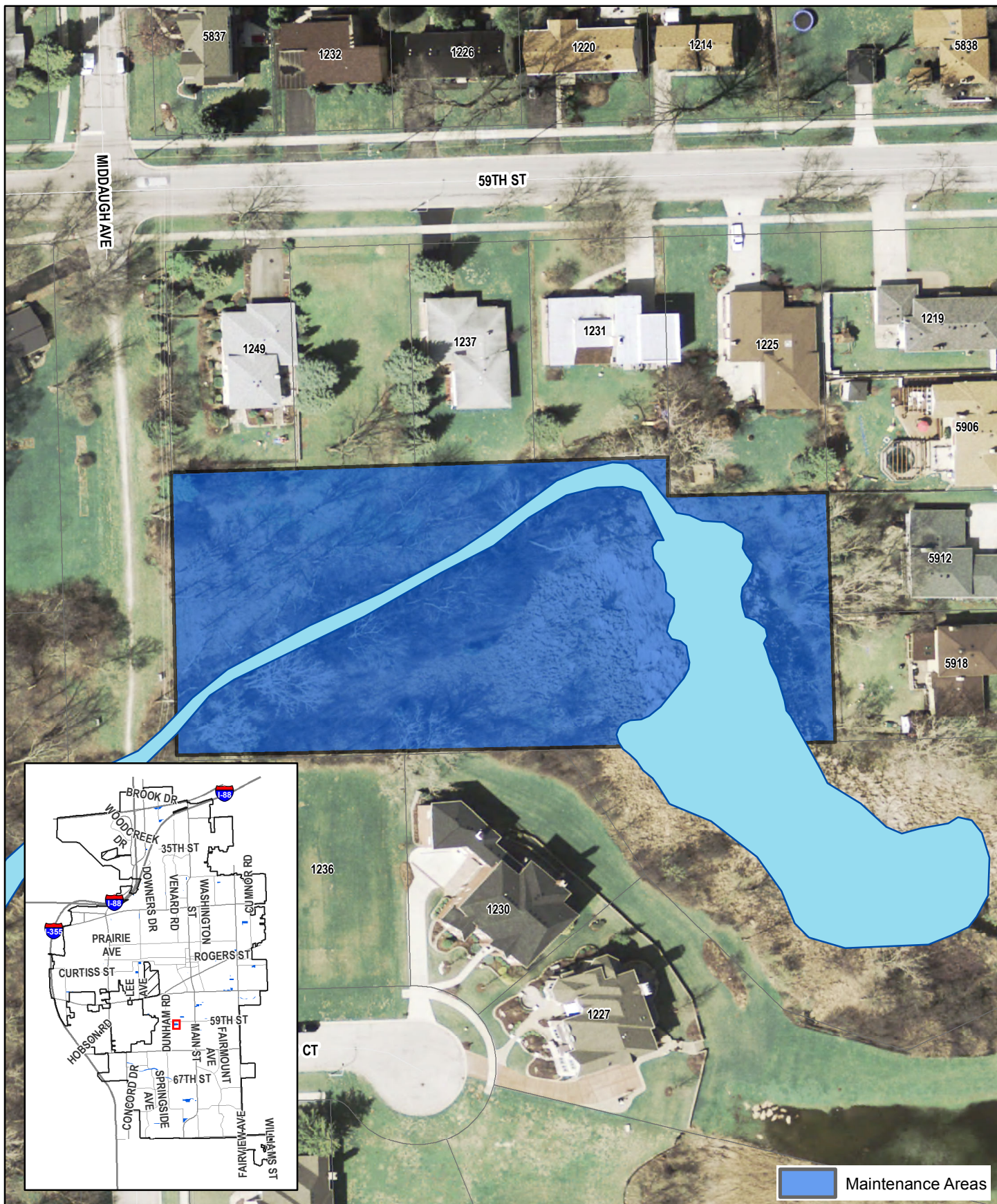




Maintenance Areas in Downers Grove

Brookbank Rd south of 59th St

1.64 acres





Maintenance Areas in Downers Grove

Brookbank Rd north of 59th St

1.03 acres

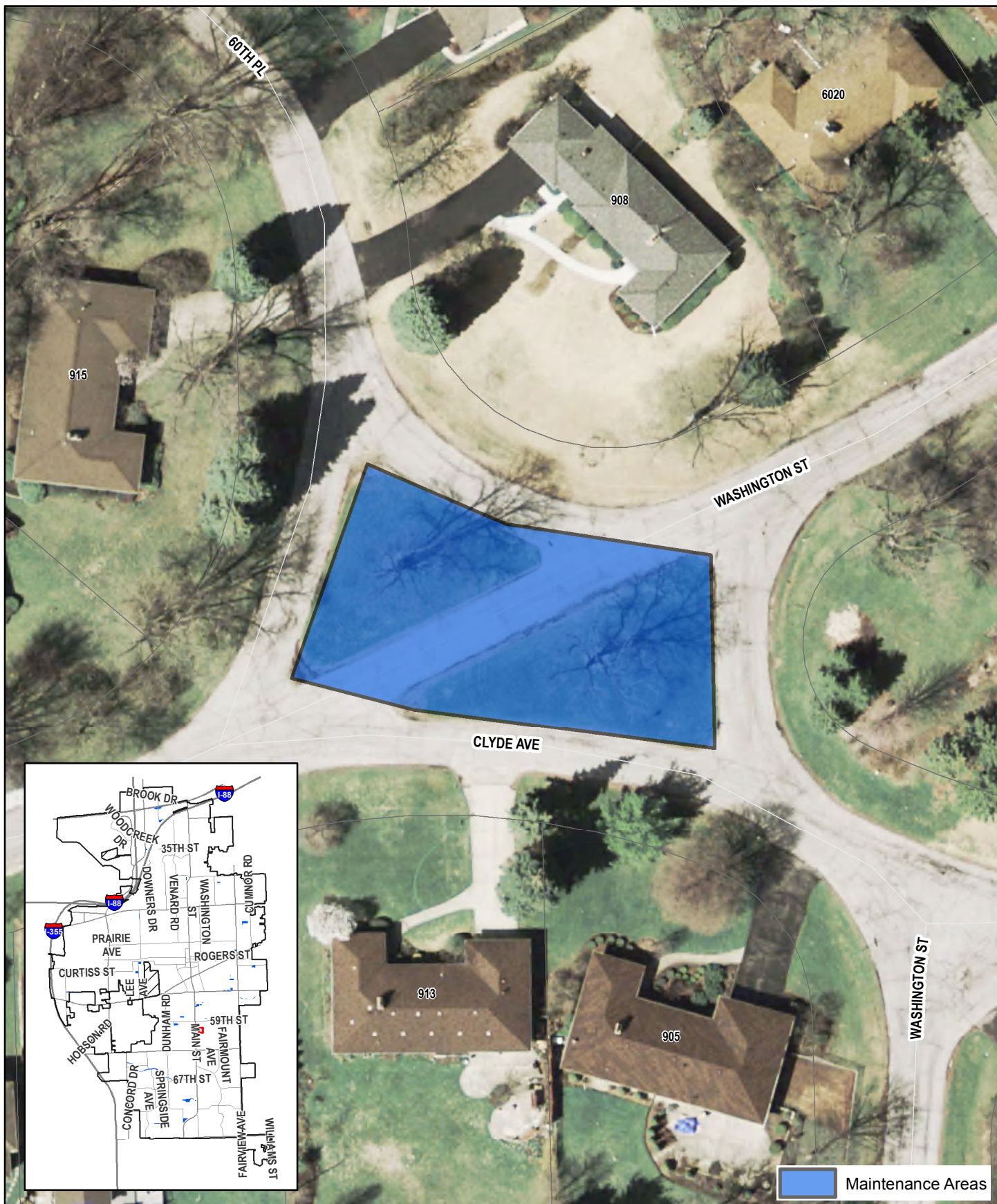




Maintenance Areas in Downers Grove

Clyde Estates Bio-Swale

0.26 acres

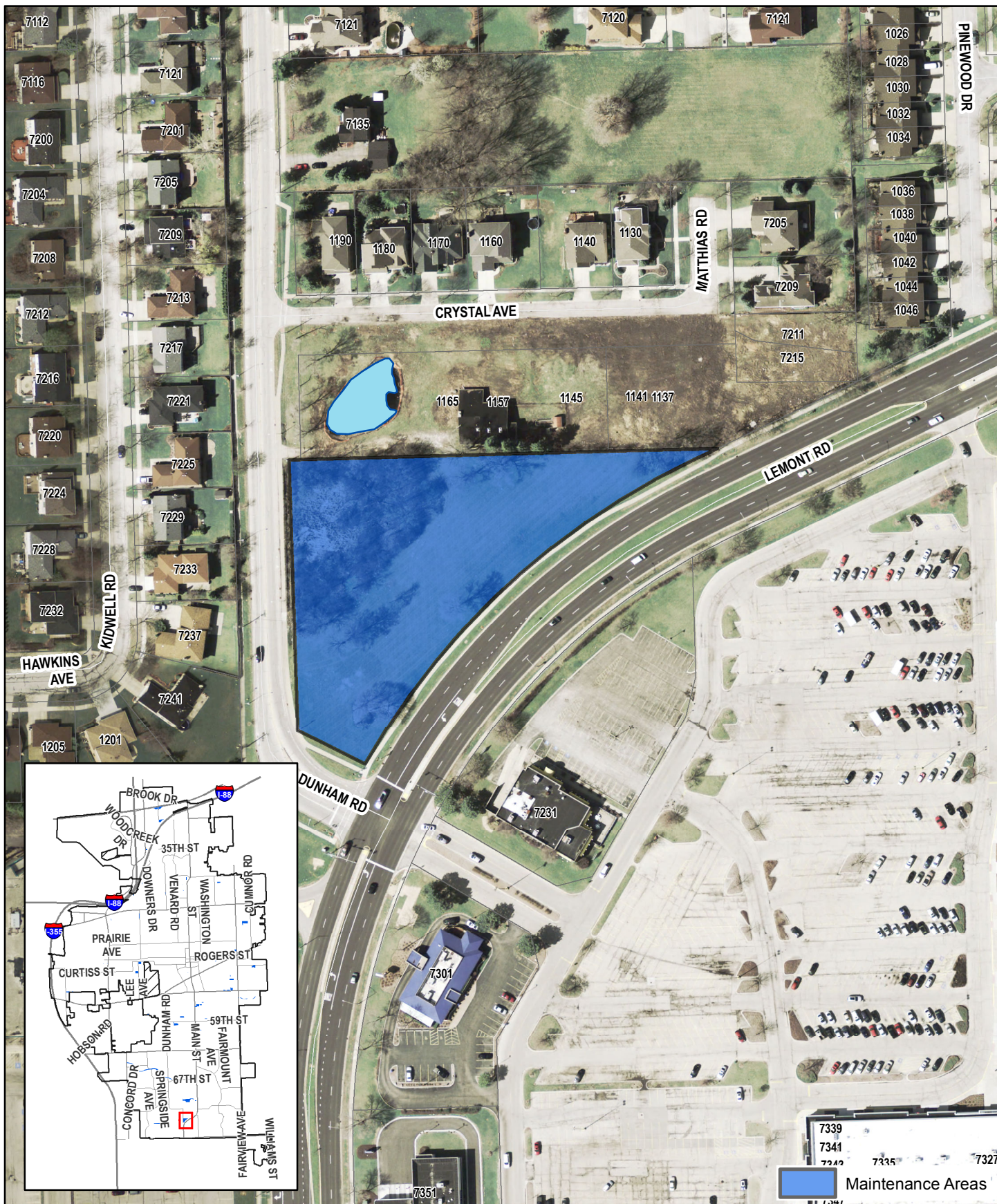




Maintenance Areas in Downers Grove

Dunham and Lemont

1.94 acres

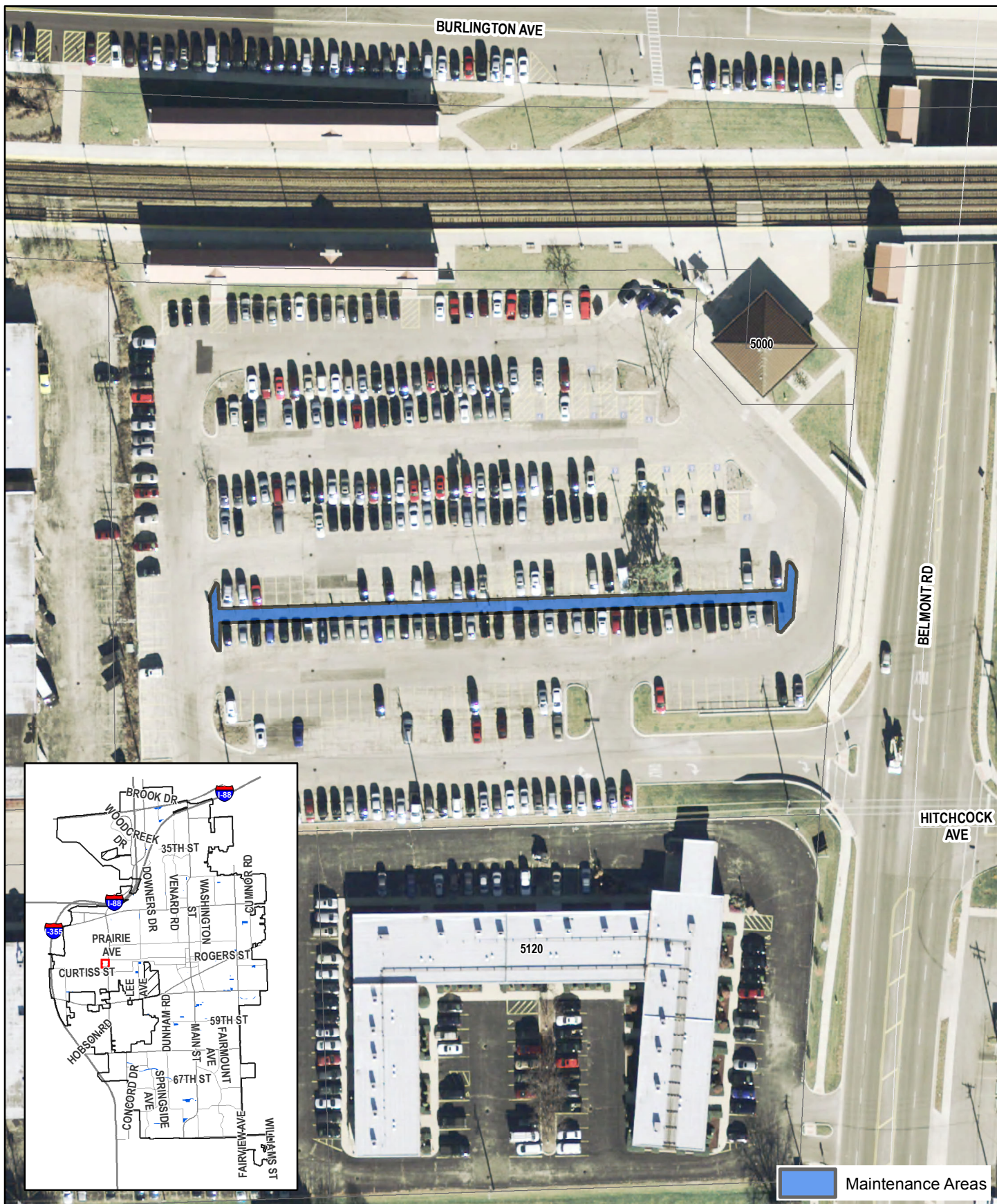




Maintenance Areas in Downers Grove

Lot H

0.2 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