

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**5/10/2022**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Award of Contract - Native Landscape and Natural Areas Maintenance and Monitoring Services	Andy Sikich Public Works Director

**SYNOPSIS**

A motion is requested to award a contract for Native Landscaping and Natural Areas Maintenance to Hampton, Lenzini and Renwick, Inc. (HLR), of Elgin, Illinois in an amount of \$328,295.00. This includes a 10% contingency.

**STRATEGIC PLAN ALIGNMENT**

The strategic goals for 2021-2023 include *Top Quality Infrastructure* and *Steward of Financial, Environmental, and Neighborhood Sustainability*.

**FISCAL IMPACT**

The FY22 budget includes \$342,512 in the Stormwater Fund for this work.

**RECOMMENDATION**

Approval on the May 10, 2022 Consent Agenda.

**BACKGROUND**

The Village owns and manages numerous properties with native plantings or natural landscapes. These landscapes are environmentally beneficial due to: improved water and air quality, increased habitat and biodiversity, reduced pesticide and herbicide use, and reduced mowing. The scope of this contract includes the maintenance of several existing Village-owned facilities, including:

- Stormwater facility at 2nd and Cumnor
- Parcels at Grand Avenue, Hill Street, and 55th Street
- 3944 Sterling
- Fire Station #3 bioswale
- Grove Street rain gardens
- Washington Street bio-retention
- Clyde Estates rain garden
- Valley View detention facility
- Forest Avenue rain gardens
- Wetland areas at Brookbank and 59<sup>th</sup>
- Portions of St. Joseph Creek.

These locations have all been managed through this program since at least 2019. In addition to these areas, several new locations have been added for the 2022 contract. This includes existing areas to be managed and areas to be planted with new native vegetation. These include:

- Roadside bioswale program (SW-069)
- Native plantings in the Claremont medians
- Downtown Business District crosswalk rain gardens
- Belle Aire detention basin
- Parcel at Lyman and St Joseph Creek
- New native demonstration garden at Public Works (which will be partially funded through a ComEd Open Lands grant)
- A Japanese knotweed treatment program along the main branch of St. Joseph Creek. The work includes a high frequency of inspections, weeding, plantings, and the prevention of invasive species establishment.

A Request for Qualifications (RFQ) for this work was advertised on March 7, 2022. Five firms responded to the RFQ. A proposal was then solicited from HLR, which was deemed the firm most qualified to perform this work. Staff recommends award of the contract to HLR who has performed landscape maintenance and monitoring for the Village since 2014, with very satisfactory results.

#### **ATTACHMENTS**

Contract Documents  
Contractor Evaluation

VILLAGE OF DOWNERS GROVE  
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: May 10, 2022  
(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 contract for Native Landscaping and Natural Areas Maintenance to Hampton, Lenzini and Renwick, Inc. in the amount of \$298,450 plus a 10% contingency in the amount of \$29,845 for a total not-to-exceed \$328,295.

SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for Native Landscaping and Natural Areas Maintenance to Hampton, Lenzini and Renwick, Inc. in the amount of \$298,450 plus a 10% contingency in the amount of \$29,845 for a total not-to-exceed \$328,295.

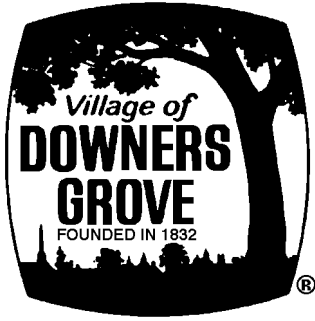
RECORD OF ACTION TAKEN:

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Village of Downers Grove – RFQ/RFP 2022 - 2024 Native Landscape and  
Natural Areas Maintenance



## REQUEST FOR QUALIFICATIONS / PROPOSAL

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

Project Name: 2022 - 2024 Native Landscape and Natural Areas Maintenance

Proposal No.: N/A

Proposal Due: Wednesday, March 23, 2022 at 11:00 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: March 7, 2022

This document consists of 62 pages (including Exhibit A).

Return **original and a PDF file on flash drive** of Statement of Qualifications **ONLY** in a **sealed envelope** marked with the Project Name as noted above to:

JULIE A LOMAX, PE, CFM  
STORMWATER ADMINISTRATOR  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/493-8821  
FAX: 630/434-5495  
[jlomax@downers.us](mailto:jlomax@downers.us)

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

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

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

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

- I. REQUEST FOR QUALIFICATIONS
- II. REQUEST FOR PROPOSALS
- III. TERMS & CONDITIONS
- IV. PROJECT SPECIFICATIONS
- V. PROPOSER'S RESPONSE TO RFP (**DO NOT SUBMIT WITH RFQ**)
- VI. PROPOSAL/CONTRACT FORM

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

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## **I. REQUEST FOR QUALIFICATIONS**

### **1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Statement of Qualifications (SOQs) up to **the time and date set forth on Page 1.**
- 1.2 SOQs must be received at the Village of Downers Grove by the time and date specified. SOQs received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 SOQs shall be sent to the Village of Downers Grove, to the name and address indicated on Page 1, in a sealed envelope marked "SEALED SOQ." The envelope shall be marked with the name of the project, date, and time set for receipt of SOQs.

### **2. STATEMENT OF QUALIFICATIONS**

- 2.1 The prospective Firms must have particular expertise in the maintenance and monitoring of native landscaping, as well as recommendations and installation of new native/natural landscape areas in order to fully and properly act on the Village's behalf in all activities related to the specified work. These Firms must have a staffed office located within approximately 150 miles of the Village. Some services may be sub-contracted out, but any sub-consultants must be listed in the Firm's SOQ. In order to be considered for these projects, interested Firms must submit the following information (if sub-consultants/contractors are proposed, similar detailed information must be provided for each entity). One original and one electronic copy (.pdf) of the SOQ shall be submitted in an 8 ½ x 11 format and be organized as follows:
  - Company Background
    - i. Number of years in business
    - ii. Officers of Company
    - iii. Annual Volume of Similar Work
    - iv. Current Capacity
    - v. Listing of existing suits, claims, or pending judgments
  - Similar Project Experience  
Provide detailed information regarding similar projects performed by the submitting firm within the past five (5) years. Include client contact information for all projects.
  - Proposed Project Team – identify the key project team members proposed for this project, with qualifications. The key individuals proposed must be utilized on this project unless an alternate is approved in writing by the Village.
- 2.2 The SOQ shall be succinct, and directly relevant to this project. The maximum number of pages for the Firm generated SOQ shall be approximately 20 single sided or 10 double sided. Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project should be listed as the proposed project team. Also, please identify the physical location of the project team members.
- 2.3 SOQs shall become the property of the Village. The Village will maintain confidentiality

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of all received SOQs, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.4 Short List Selection

Upon receipt of the SOQs, Village Staff will review the qualifications of each firm and select a short list of firm(s). **A Request for Proposal for Native Landscape and Natural Areas Maintenance shall then be solicited from only these selected firms. DO NOT SUBMIT A RESPONSE TO THE RFP WITH THE RFQ.** Please see Section IV – Project Specifications.

## II. REQUEST FOR PROPOSALS

### 1. GENERAL INFORMATION

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Proposal forms shall be sent to the Village of Downers Grove, to the name and address indicated on Page 1, 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.
- 1.3 All Proposals must be submitted on the form 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.
- 1.4 By submitting the Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

### 2. PROJECT INFORMATION

#### 2.1 Statement of Needs:

The Village of Downers Grove (Village) is seeking technical and cost proposals from firms (Proposers) to provide Native Landscaping and Natural Areas Maintenance, as well as recommendations and installation for select new areas.

#### 2.2 Project Description:

There are several natural areas and/or native landscaping areas around the Village in need of yearly maintenance. Additionally, some additional natural/native areas are to be planted and maintained. The Village wishes to contract with a qualified firm to provide maintenance of these areas, to alleviate any degradation in coverage or species diversity, and to ensure that these facilities continue to provide water quality benefits.

See Section IV. PROJECT SPECIFICATIONS for more information.

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**3. PREPARATION OF PROPOSAL**

- 3.1 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.**
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

**4. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

- 4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

**5. RESERVED RIGHTS**

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



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### **III. TERMS AND CONDITIONS**

#### **6. VILLAGE ORDINANCES**

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

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

- 7.1 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.

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

- 8.1 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.

#### **9. NONDISCRIMINATION**

- 9.1 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.
- 9.2 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.

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**10. SEXUAL HARASSMENT POLICY**

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

10.1.1 Notes the illegality of sexual harassment;

10.1.2 Sets forth the State law definition of sexual harassment;

10.1.3 Describes sexual harassment utilizing examples;

10.1.4 Describes the Proposer's internal complaint process including penalties;

10.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

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

**11. EQUAL EMPLOYMENT OPPORTUNITY**

11.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

11.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, 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.

11.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

11.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.

11.1.4 That it will send to each labor organization or representative of workers with which

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it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 11.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 11.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 11.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## **12. DRUG FREE WORK PLACE**

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

- 12.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 12.2 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

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- programs; (4) the penalties that may be imposed upon employees for drug violations.
- 12.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 12.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 12.5 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.
- 12.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 12.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 13. PREVAILING WAGE ACT**
- 13.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website ([www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM)) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates throughout the duration of this Contract.
- 13.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker’s name, address, telephone number when available, the last four digits of the worker’s social security number, gender, race, ethnicity, veteran’s status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 13.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor

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agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

- 13.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Illinois Department of Labor no later than the fifteenth (15<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Filing false records is a Class A misdemeanor.
- 13.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 13.6 Any bond furnished as security for performance shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

**14. PATRIOT ACT COMPLIANCE**

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

**15. INSURANCE REQUIREMENTS**

- 15.1 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:
- 15.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

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- 15.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer’s employees;
  - 15.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer’s employees;
  - 15.1.4 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;
  - 15.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - 15.1.6 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;
  - 15.1.7 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.
- 15.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 15.3 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 provision for cancellation only upon at least 30 days prior notice to the Village.
- 16. CAMPAIGN DISCLOSURE**
- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.

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**17. SUBLETTING OF CONTRACT**

- 17.1 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.

**18. TERM OF CONTRACT**

- 18.1 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.

**19. TERMINATION OF CONTRACT**

- 19.1 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.

**20. BILLING & PAYMENT PROCEDURES**

- 20.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 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.
- 20.2 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.
- 20.3 Please send all invoices to the attention of Downers Grove Public Works, Attn. Julie Lomax, 5101 Walnut Ave, Downers Grove, IL 60515.

**21. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

- 21.1 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

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venture or partnership with the other.

**22. STANDARD OF CARE**

- 22.1. 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.
- 22.2 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.
- 22.3 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 contractor(s') failure to perform its work in accordance with contract documents.

**23. GOVERNING LAW AND VENUE**

- 23.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of law's provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

**24. SUCCESSORS AND ASSIGNS**

- 24.1 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.

**25. WAIVER OF CONTRACT BREACH**

- 25.1 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.

**26. AMENDMENT**

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

**27. NOT TO EXCEED CONTRACT**



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27.1 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.

**28. SEVERABILITY OF INVALID PROVISIONS**

28.1 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.

**29. NOTICE**

29.1 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.

**30. COOPERATION WITH FOIA COMPLIANCE**

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

**31. COPYRIGHT or PATENT INFRINGEMENT**

31.1 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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## **IV. PROJECT 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 as well as planting services for various native landscapes and natural areas in the Village of Downers Grove.

### **2. SCOPE**

#### **2.1 Project Descriptions**

##### 2.1.1. Existing Native Areas Maintenance

The Village has numerous areas of native/natural landscaping throughout town; the most recent maintenance is listed in the table below. The Village wishes to contract with a qualified firm to provide maintenance and monitoring services for these natural/native areas for 2022 through 2024, unless otherwise stated. An exhibit is included for each area (the area shown on each exhibit is approximate).

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

<b>EXISTING AREAS</b>			
	<b>Common Name</b>	<b>Location</b>	<b>Comments / Notes</b>
1*	2nd and Cumnor Stormwater Facility	125 2nd Street	Annual M&M performed 2019-2021
2	Grand and 55th	Northeast corner of Grand Avenue and 55th Street	Annual M&M performed 2019-2021
3	Grand and Hill	Southeast corner of Grand Avenue and Hill Street	Annual M&M performed 2019-2021
4	Sterling Road, North of 40th Street	3944 Sterling Road	Annual M&M performed 2019-2021
5	Fire Station #3 Bio-Swale	39th Street and Highland Avenue	Annual M&M performed 2019-2021
6	59th and Washington St Bio-Retention Facility	ROW north of 5837 Washington Street	Annual M&M performed 2019-2021
7	Grove Street Rain Gardens	North side of Grove St West of Main St	Annual M&M performed 2019-2021
8*	Valley View Pond	Valley View and Creekside	Annual M&M performed 2019-2021 Grate to be replaced in 2022
9	Forest Ave Rain Gardens	3932, 4034 & 4035 Forest Avenue	Annual M&M performed 2019-2021
10	Deer Creek	56 <sup>th</sup> Street ROW from Fairview Avenue to Cumnor Road	Annual M&M performed 2019-2021 (area behind curb from Fairview to Wilcox mowed monthly by others)
11	Austin and Fairview	NW corner of Austin and Fairview	Annual M&M performed 2019-2021 (mowing on south portion by others)

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12*	Wetland area - Brookbank, north of 59 <sup>th</sup>	At dead end of Brookbank, north of 59 <sup>th</sup> St	Annual M&M performed 2019-2021 *See below for additional information on this area
13	Wetland area - Brookbank, south of 59 <sup>th</sup>	West of 5912 and 5918 Brookbank	Annual M&M performed 2019-2021
14	Wetland basin - Brookbank south of 59 <sup>th</sup>	Across from 6001 Brookbank	Annual M&M performed through 2021
15	Clyde Estates Bio-Swale	At the intersection of Clyde Ave and Washington St	Annual M&M performed 2019-2021
16	Dunham and Lemont	Wetland area east side of Dunham, north of Lemont	Annual M&M performed 2019-2021
17	Commuter Lot H bioswale	SW of Belmont train station	Annual M&M performed 2019-2021
18	Belmont Pollinator Gardens	North of Warren/Burlington – east/west Belmont ramp	Annual M&M performed 2019-2021
19*	St Joe South Streambank Stabilization	Main to Washington	Project plantings completed in 2020 – 3-year M&M through Fall 2023 by others – provide 2024 only
20*	Forest North Parking Lot	Forest and Burlington	Planted Fall 2021 (1 year warranty) – maintenance to begin Fall 2022
21	Norfolk Bioswale	1105 Norfolk	Re-plant bioswale for this location.
<b>NEW AREAS (see additional information below)</b>			
22	Claremont Medians	Claremont west of Fairview	Plant with salt tolerant native plants
23	PW Rain Garden and Native Plantings	5101 Walnut – SW corner	Install and provide M&M
24	Belle Aire Detention Basin	4116 Belle Aire	Plant per plans and provide annual M&M
25	5600 Fairmount (vacant lot to the south on the creek)	5600 Fairmount (vacant lot to south)	Acquired by the Village in 2021. No M&M has been done. Provide maintenance and recommendations.
26	Prairie Medians	New medians at Oakwood and Forest	New plantings – provide recommendations, planting and maintenance
27	Lee & Grant Park Bioswale/Rain Garden	Village ROW on east portion of Park District property on Lee at Grant	North: remove invasive species / overgrowth South: remove trees/shrubs and provide recommendations for and plant new rain garden
28	W Butterfield / Downers	Detention basin SW Butterfield & Downers	See below
29	E Butterfield / Downers	Detention basin SE Butterfield & Downers	See below
30	Downers Drive @ I-88	Detention basin south end of Downers Drive at I-88 toll/entrance	See below
31	DBD Crosswalks Rain Gardens	TBD	See below
32	Bioswales	TBD	See below
33	Japanese Knotweed	TBD	See below

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\*Notes for existing areas

1 – Include herbicide/ weeding the rip-rap overflow from 3<sup>rd</sup> Street

8 – Valley View Pond – The maintenance of this wetland basin is to be included in the contract. The outfall will be replaced in 2022 and will include seeding for the disturbed areas. The 3-year maintenance and monitoring for the disturbed area will be included in the grate replacement project. Plans for the outfall grate replacement can be made available upon request.

12 – Wetland Area Brookbank Rd north of 59<sup>th</sup> – The maintenance of this wetland area is to be included in the contract. In addition, a footbridge was installed in 2021. The disturbed area has a cover crop and erosion blanket. It will need to be seeded and included with the annual maintenance and monitoring. Seeding information is included with the Area 12 exhibit.

19 – St Joseph Creek Streambank Stabilization Project – M&M will be provided by others through 2023. Maintenance and Monitoring will be included for 2024. This project was funded in part by an IEPA 319 Grant. Maintenance documentation will be required annually for IEPA when this area is incorporated into the contract (2024). Plans and/or 2021 report are available upon request.

20 – Forest North Parking Lot – This project was completed in 2021. Plants were installed in the islands and have a 1-year warranty. Provide maintenance for the three island rain gardens starting in 2023.

2.1.2 New Areas:

Area 22 – Claremont Medians

The medians on Claremont Drive just west of Fairview Avenue are difficult to maintain and the grass dies due to the winter salting operations. The Village would like to convert these medians to native planted areas (with salt tolerant plants). Provide recommendations, installation, and maintenance for this area. Some initial suggestions include approximately 18 inches of 3” river rock with screenings at back of curb, with prairie drop seed, coneflower, coreopsis, and/or black-eyed Susan. Plants shall have an expected height of less than three (3) feet – shorter closer to the curb. These medians will then become part of the annual maintenance.

Area 23 – Public Works Rain Garden and Natural Area

Downers Grove received a ComEd Open Lands grant to convert the area at the northwest corner of Curtiss and Walnut to a rain garden / native plant area. The area will be used for resident education. Include \$20,000 for preparation/planting in 2022. Then include this area for annual maintenance.

Area 24 – Belle Aire Basin (Prevailing Wage)

The Burlington Highlands Stormwater Improvement Project was completed in 2021. Part of the project includes a detention basin. The basin has erosion control blanket installed. Install native/wetland plants in the basin according to plans prepared by V3. Include maintenance and monitoring through 2024.

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Area 25 – 5600 Fairmont (vacant lot south of house)

The Village acquired this property in 2021. Nothing has been done with this property in some time. The front area will be mowed under a separate contract. Provide suggestions to enhance the native areas.

Area 26 – Prairie Medians (Prevailing Wage)

Medians will be added to Prairie Avenue in 2022. Two of the medians will have areas prepared for native plantings. The roadway contract will provide 12 inches of topsoil. Provide suggestions, installation and ongoing maintenance.

Area 27 – Lee and Grant Park Bioswale/Rain Garden and ROW (Prevailing Wage)

The bike path between Downers Dr and Lee Ave frequently floods. The Village will be installing storm sewer to drain the low area on the bike path between 4450 and 4500 Downers Dr, which will discharge into a bioswale/rain garden on the east side of Lee and Grant Park (Village ROW). Provide suggestions, planting, and maintenance.

Area 28 and Area 29 – Butterfield/Downers Detention

The detention basins located on the west and east side of Downers Drive between Butterfield Rd and Frontage Road each have a small wetland area in the middle. The wetlands are overgrown with invasive species. In addition, the Village would like to consider expanding the wetland area. Provide recommendations and plantings. The Village would like to explore grant opportunities for these basins.

Area 30 – Downers Drive at I-88 Wetland Detention

This detention basin has not been maintain and is very overgrown with invasive species. Provide recommendations / plantings for this basin.

Area 31 – DBD Crosswalks Rain Gardens (Prevailing Wage)

In 2022 the Village will be modifying some of the sidewalks/crosswalks in the Downtown Business District and plans to incorporate native plantings/bioswales – potentially at Mochel/Burlington, mid-block on Mochel between Burlington and Curtiss, and mid-block on Main between Burlington and Curtiss. Include an allowance of \$15,000 to provide recommendation and planting (areas to be prepared by others).

Area 32 – Bioswales

Each year approximately six (6) new bioswales will be planted (up to the annual allowance of \$30,000). Tasks include: verify viability of bioswales at intended locations, meet with staff and homeowners to discuss bioswales, suggest plants based on site conditions and homeowner input. Bioswale installation shall include removal and/or herbicide of existing landscaping, install plants selected by homeowner and provide one year of maintenance, including replacement of any plants. Any watering will be by the homeowner. Include an allowance of \$30,000 for new bioswales to be planted at the direction of staff. All plants must be selected to minimize sight limitations.

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Area 33 – Japanese Knotweed

In 2015, a St Joseph Creek Streambank Study was completed by Christopher B Burke Engineering, Ltd (CBBEL) for the Village. The study included identifying areas with Japanese Knotweed overgrowth. Review/update the assessment and prepare a plan and treat/eradicate the Japanese Knotweed. The Village will provide right of access for all private property.

2.2 Project Location maps can be found in Exhibit A. Areas listed on the project location maps are approximate.

2.3 Scope of Work

Maintenance and Monitoring – 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.
- Trim/replace plants by signs to ensure signage is visible.
- 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.
- Area 19 – St Joseph Creek Streambank Stabilization was funded in part by an IEPA 319 Grant. The Village is required to provide maintenance for 10 years. A report may be required for submittal to IEPA.

In addition to the Maintenance and Monitoring scope of work, new installations will include the specific scope listed in Section 2.1.

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 seasons of 2022 – 2024 unless otherwise stated herein. Deliverable of an annual report of work completed and work proposed for all sites completed by January 31 of the following year.

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### 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 THE MAINTENANCE AND MONITORING SERVICES WILL FALL UNDER THE ILLINOIS PREVAILING WAGE ACT.** However, installation services for the new areas, or other proposed services, may fall under the Illinois Prevailing Wage Act. It is the responsibility of the Consultant to determine this. If any services proposed by the Consultant fall under work classifications that would be subject to the Illinois Prevailing Wage Act, Section III – 13 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).

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**5. PERIOD OF SERVICE**

- 5.1 It is anticipated the notice of award will be given in April 2022, and these services will be complete by December 31, 2024.
- 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. CONTACT PERSON**

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

Julie Lomax, Stormwater Administrator  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515  
Phone 630-493-8821  
Fax 630-434-5495  
jlomax@downers.us



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## **V. PROPOSER’S RESPONSE TO RFP**

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

Village of Downers Grove Budgeting Worksheet  
2022 Native Landscape and Natural Areas Maintenance  
HLR - HAMPTON, LENZINI AND RENWICK, INC

<b>NATIVE MAINTENANCE- EXISTING AREAS</b>				
	<b>Common Name</b>	<b>Location</b>	<b>Comments / Notes</b>	<b>Cost</b>
1*	2nd and Cumnor Stormwater Facility	125 2nd Street	Annual M&M performed 2019-2021	\$ 5,600.00
2	Grand and 55th	Northeast corner of Grand Avenue and 55th Street	Annual M&M performed 2019-2021	\$ 1,800.00
3	Grand and Hill	Southeast corner of Grand Avenue and Hill Street	Annual M&M performed 2019-2021	\$ 1,800.00
4	Sterling Road, North of 40th Street	3944 Sterling Road	Annual M&M performed 2019-2021	\$ 3,300.00
5	Fire Station #3 Bio-Swale	39th Street and Highland Avenue	Annual M&M performed 2019-2021	\$ 2,600.00
6	59th and Washington St Bio-Retention Facility	ROW north of 5837 Washington Street	Annual M&M performed 2019-2021	\$ 2,800.00
7	Grove Street Rain Gardens	North side of Grove St West of Main St	Annual M&M performed 2019-2021	\$ 2,750.00
8*	Valley View Pond	Valley View and Creekside	Annual M&M performed 2019-2021 Grate to be replaced in 2022	\$ 10,100.00
9	Forest Ave Rain Gardens	3932, 4034 & 4035 Forest Avenue	Annual M&M performed 2019-2021	\$ 1,500.00
10	Deer Creek	56th Street ROW from Fairview Avenue to Cumnor Road	Annual M&M performed 2019-2021 (area behind curb from Fairview to Wilcox mowed monthly by others)	\$ 8,000.00
11	Austin and Fairview	NW corner of Austin and Fairview	Annual M&M performed 2019-2021 (mowing on south portion by others)	\$ 7,600.00
12*	Wetland area - Brookbank, north of 59 <sup>th</sup>	At dead end of Brookbank, north of 59 <sup>th</sup> St	Annual M&M performed 2019-2021	\$ 10,400.00
13	Wetland area - Brookbank, south of 59th	West of 5912 and 5918 Brookbank	Annual M&M performed 2019-2021	\$ 11,700.00
14	Wetland basin - Brookbank south of 59 <sup>th</sup>	Across from 6001 Brookbank	Included in Item 13	
15	Clyde Estates Bio-Swale	At the intersection of Clyde Ave and Washington St	Annual M&M performed 2019-2021	\$ 6,400.00
16	Dunham and Lemont	Wetland area east side of Dunham, north of Lemont	Annual M&M performed 2019-2021	\$ 12,600.00
17	Commuter Lot H bioswale	SW of Belmont train station	Annual M&M performed 2019-2021	\$ 2,500.00
18	Belmont Pollinator Gardens	North of Warren/Burlington – east/west Belmont ramp	Annual M&M performed 2019-2021	\$ 6,200.00
19*	St Joe South Streambank Stabilization	Main to Washington	Project plantings completed in 2020 – 3-year M&M through Fall 2023 by others – provide 2024 only	
20*	Forest North Parking Lot	Forest and Burlington	Planted Fall 2021 (1 year warranty) – maintenance to begin Fall 2022	\$ 2,000.00
21	Norfolk Bioswale	1105 Norfolk	Re-plant bioswale for this location.	\$ 2,800.00
<b>MAINTENANCE- NEW AREAS</b>				
22	Claremont Medians	Claremont west of Fairview	Plant with salt tolerant native plants	\$ 7,000.00
23a	PW Rain Garden and Native Plantings	5101 Walnut – SW corner	Conversion and maintenance	\$ 20,000.00
24a	Belle Aire Detention Basin	4116 Belle Aire	Plant per plans and provide annual M&M	\$ 6,000.00
25	5600 Fairmount (vacant lot to the south on the creek)	5600 Fairmount (vacant lot to the south)	Acquired by the Village in 2021. No M&M has been done. Provide maintenance and recommendations.	\$ 5,000.00
28	W Butterfield / Downers & E Butterfield / Downers	Detention basin SW Butterfield & Downers & Detention basin SE	Hold and submit for grant in 2022	
29	combined with #28			
30	Downers Drive @ I-88	Detention basin south end of Dowers Drive at I-88 toll/entrance	skip this year	
32	Bioswales	TBD		\$ 30,000.00
33	Japanese Knotweed	TBD		\$ 65,000.00
<b>Total Native Maintenance</b>				<b>\$ 235,450.00</b>

<b>NEW CONSTRUCTION AREAS- PREVAILING WAGE</b>				
	<b>Common Name</b>	<b>Location</b>	<b>Comments / Notes</b>	<b>Cost</b>
24b	Belle Aire Detention Basin	4116 Belle Aire	Install 2,000 live plugs	\$ 24,000.00
26	Prairie Medians	New medians at Oakwood and Forest	New plantings – provide recommendations, planting and maintenance	\$ 9,000.00
27	Lee & Grant Park Bioswale/Rain Garden	Village ROW on east portion of Park District property on Lee at Grant	North: remove invasive species / overgrowth South: provide recommendations for and plant new rain garden, turf herbicide, seed install	\$ 15,000.00
31	2022 DBD Crosswalks Rain Gardens	TBD		\$ 15,000.00
<b>Total Prevailing Wage</b>				<b>\$ 63,000.00</b>

<b>TOTAL BOTH CONTRACTS</b>	<b>\$ 298,450.00</b>
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### VI. 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 & Renwick, Inc Date: 4/28/22  
Company Name

380 Shepard Drive espolar@hlreng.com  
Street Address of Company Email Address

Egan IL. 60123 Erica Spolar  
City, State, Zip Contact Name (Print)

847-697-6700 847-997-1211  
Business Phone 24-Hour Telephone

847-697-6753 Erica Spolar  
Fax Signature of Officer, Partner or Sole Proprietor

ATTEST: If a Corporation Erica Spolar, Executive Vice President  
Print Name & Title

Russell D. [Signature]  
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.



**VENDOR W-9 REQUEST FORM**

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

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

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: Hampton, Lenzini and Renwick, Inc.

ADDRESS: 380 Shepard Drive

CITY: Elgin

STATE: Illinois

ZIP: 60123

PHONE: 847-697-6700 FAX: 847-697-6753

TAX ID #(TIN): 36-2555986

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

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

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

SIGNATURE: *Erica Spolar* DATE: 4/28/22

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Hampton, Lenzini and Renwick, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**380 Shepard Drvie**

**6** City, state, and ZIP code  
**Elgin, IL. 60123**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-			
--	--	--	---	--	--	---	--	--	--

or

**Employer identification number**

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

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

*Terry Swickland*

Date ▶

*4/13/22*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Village of Downers Grove – RFQ/RFP 2022 - 2024 Native Landscape and  
Natural Areas Maintenance

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

With regard to 2022-2024 Native Landscape  
and Natural Area Maintenance Proposer Hampton, Lenzini & Demwick 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. For those areas identified above that require prevailing wage, Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of each worker's name, address, telephone number when available, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. This record shall be sent to the Illinois Department of Labor no later than the fifteenth (15<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. The records must be preserved for five (5) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

Village of Downers Grove – RFQ/RFP 2022 - 2024 Native Landscape and Natural Areas Maintenance

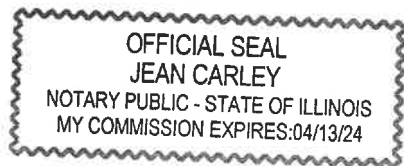
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: *Erica Spolar*  
Proposer's Authorized Agent

36 - 2555986

FEDERAL TAXPAYER IDENTIFICATION NUMBER

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



Subscribed and sworn to before me  
this 28 day of April, 2022

*Jean Carley*  
Notary Public

**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 \_\_\_\_\_, which operates under the Legal name of Hampton, Lenzi + Denwick, Inc. and the full names of its Officers are as follows:

President: ReJena Lyon

Secretary: Randall Newkirk

Treasurer: Amy McSwane

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

**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 \_\_\_\_\_.



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

**(d) Sole Proprietor**

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

6. Are you willing to comply with the Village’s preceding insurance requirements within 13 days of the award of the contract? yes

Insurer’s Name Willis Towers Watson Midwest, Inc.

Agent c/o 26 Century Blvd

Street Address P.O. Box 305191  
City, State, Zip Code Nashville, TN

Telephone Number 1-877-945-7378

**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 + Renwick, Inc.

Print Name and Title of Authorizing Signature: Erica Spolar, Executive Vice President

Signature: Erica Spolar

Date: 4/28/22

**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 & Renwick, Inc.

Address: 380 Shepard Dr

City: Elgin, IL Zip Code: 60123

Telephone: (847) 697-6700 Fax Number: (847) 697-6753

E-mail Address: espolar@hltreng.com

Authorized Company Signature: Erica Spolar

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

Date: 4/28/22

**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

## Contractor Evaluation

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Contractor: Hampton, Lenzini & Renwick, Inc.

Project: Native Plantings and Naturalized Areas Management

Primary Contact: Karen Kase Phone: 847.697.6700

Time Period: 2019 - 2021

On Schedule (allowing for uncontrollable circumstances)  Yes  No

Provide details if early or late completion: \_\_\_\_\_

---

Change Orders (attach information if needed): None

Difficulties / Positives: HLR does a great job managing these areas. Very knowledgeable and easy to work with.

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: Andy Sikich

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Date: 5/2/2022