

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
SEPTEMBER 14, 2010 AGENDA

| SUBJECT: | TYPE: | SUBMITTED BY: |
|---|--|--|
| 59 TH Street Streambank Stabilization Project (SW-022) | Resolution Ordinance ✓ Motion Discussion Only | Nan Newlon, P.E. Director of Public Works |

SYNOPSIS

A motion is requested to award a contract for the 59th Street Streambank Stabilization Project to V3 Companies, Ltd. of Woodridge, Illinois in the amount of \$18,249.50.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2010-2014 identified *Quality Infrastructure and Facilities*.

FISCAL IMPACT

The adopted FY10 Stormwater Fund budget provides \$125,000 for maintenance of existing infrastructure for this reach of St. Joseph's Creek (DR-022).

RECOMMENDATION

Approval on the September 21, 2010 consent agenda.

BACKGROUND

The south branch of St. Joseph's Creek has been identified as having multiple stretches that are currently experiencing erosion/sedimentation problems. This contract will account for the restoration of approximately 225 lineal feet of streambank. The scope of this contract includes minor re-grading with vegetative restoration. The goal of this project is to stabilize the slopes of this drainage way in a sustainable manner.

Using a competitive process the Village pre-qualified five companies through a Request for Qualifications. After pre-qualification, a Request for Proposal was sent to the prequalified contractors with four firms responding. One of these submittals was considered non-responsive. The submittals included cost and technical proposals for the project. The submitting companies and their associated costs are as follows:

| Contractor | Cost Proposal |
|-------------------------------|----------------|
| V3 Companies, Ltd. | \$18,249.50 |
| JFNew | \$22,822.00 |
| Burke, LLC. | \$62,800.00 |
| Conservation Land Stewardship | Non-responsive |

After reviewing the proposals, V3 Companies was selected as the company that best meets the needs of the Village for this project. V3 Companies has successfully completed design, permitting and resident engineering and construction work for the Village for such projects as Carpenter/Maple Stormwater Improvements (construction), Washington Park (resident engineering), Lacey Creek Watershed Analysis, and Lacey Creek Subwatershed E (design). They are currently under contract to design and permit the Brookbank Road Improvements.

Construction of this project is expected to begin in the fall of 2010 with three years of vegetative maintenance and monitoring to follow after substantial completion.

ATTACHMENTS

Capital Project Sheet DR-022

Contractor Evaluation Form

Contract Documents

2010-2014 Capital Project Sheet

Project # **DR-022**

Project Description **Streambank Improvements, St. Joseph, South Branch**

Project summary, justification and alignment to Strategic Plan

This project provides for the dredging and stabilization of the South Branch of St. Joseph Creek. Preliminary project limits are estimated to begin at Brookbank Prairie Subdivision (south of 59th Street) and continue past Fairmount Avenue to Barth Pond.

| Cost Summary | New Maintenance Replacement | | | FY 2010 | FY 2011 | FY 2012 | FY 2013 | FY 2014 | Future Years | TOTAL |
|-----------------------|-----------------------------------|---|--|---------|---------|---------|---------|---------|-----------------|------------------|
| | | | | | | | | | | |
| Professional Services | | | | | | | | | | - |
| Land Acquisition | | | | | | | | | | - |
| Infrastructure | | X | | 125,000 | | | | | 2,575,000 | 2,700,000 |
| Building | | | | | | | | | | - |
| Machinery/Equipment | | | | | | | | | | - |
| Other/Miscellaneous | | | | | | | | | | - |
| TOTAL COST | | | | 125,000 | - | - | - | - | 2,575,000 | 2,700,000 |

| Funding Source(s) | | | | | | | | | | |
|------------------------------|---|--|---------|--|---|---|---|---|-----------|------------------|
| 243-Stormwater Fund | ▼ | | 125,000 | | | | | | 2,575,000 | 2,700,000 |
| | ▼ | | | | | | | | | - |
| | ▼ | | | | | | | | | - |
| | ▼ | | | | | | | | | - |
| TOTAL FUNDING SOURCES | | | 125,000 | | - | - | - | - | 2,575,000 | 2,700,000 |

Project status and completed work

No work has started. 2010 work will focus on headwall and pipe work near 59th and Brookbank.

Grants (funded or applied for) related to the project.

None.

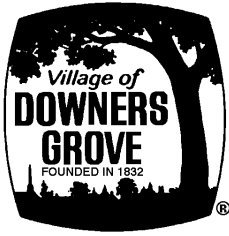
| Impact-annual operating expenses | FY 2010 | FY 2011 | FY 2012 | FY 2013 | FY 2014 | Future Yrs | TOTAL |
|-------------------------------------|---------|---------|---------|---------|---------|------------|-------|
| Projected Operating Expense Impact: | | | | | | | - |

Map/Pictures of Project



Internal staff information:

| | | | | | | |
|------------------|------|--------------------------|-------------|------------------|----------------------|--------------|
| Priority Score | High | Priority Setting Factor: | Maintenance | Project Manager: | Michael. D. Millette | |
| Priority Status: | High | F-74 | Program: | 347 | Department: | Public Works |



Village of Downers Grove Contractor Evaluation

Contractor: V3

Project: Maple & Carpenter Storm Sewer Replacement & St. Joseph Creek Dredging

Primary Contact: Andrew Hubbard Phone: 630-729-6106

Time Period: June 2008 – September 2010

On Schedule (allowing for uncontrollable circumstances) yes no

Provide details if early or late completion: _____

Change Orders (attach information if needed): None

Difficulties / Positives: Contractor performed adequate work. Contractor was responsive and cooperative with Village requests.

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

Should the Village contract with this vendor in the future? Yes No

Reviewers: Jim Tock

Date: 09/10/10



REQUEST FOR PROPOSAL

Name of Proposing Company: V3 CONSTRUCTION GROUP, LTD.

Project Name: 59th Street Ditch Restoration
Proposal No.: SW-022
Proposal Due: Friday, August 20, 2010 – 10:00 A.M.
Pre-Proposal Conference: Required – Wednesday, August 11, 2010 – 2:00 P.M.

Required of All Proposers:

Deposit: No
Letter of Capability of Acquiring Performance Bond: Yes

Required of Awarded Contractor:

Performance Bond/Letter of Credit: Yes
Certificate of Insurance: Yes

Legal Advertisement Published: Friday, August 06, 2010

This document consists of 50 pages.

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

JEFF LOSTER
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5460
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 Department, 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. PROJECT SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (DESIGN/BUILD SERVICES)
- V. PROPOSAL/CONTRACT FORM

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

I. REQUEST FOR PROPOSALS

1. GENERAL INFORMATION

1.1 Statement of Needs-

The Village of Downers Grove (Village) is seeking technical and cost proposals from pre-qualified Firms (Proposers) to provide Design/Build Services for the St. Joseph's Creek Streambank Stabilization project, using sustainable methods, which is currently scheduled for 2010.

1.2 Project Description-

The area consists of a short stretch of streambank that requires slight re-grading and restoration with native vegetation. Pre-final plans have been developed for this project. The area involves vegetative restoration that will ultimately be subject to a multi-year maintenance and monitoring program. The project area is located within private properties.

1.3 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to Friday, August 20, 2010 – 10:00 A.M.

1.4 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.

1.5 Technical and Cost Proposal forms shall be sent to the Village of Downers Grove, ATTN: Jeff Loster, in a sealed envelope marked "SEALED TECHNICAL AND COST PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.

1.5.1 Technical proposals shall include the following:

- Proposed means and methods
- Proposed project schedule
- Proposed design changes to the pre-final plans (if any)

1.5.2 Cost proposals shall include the following:

- Proposed lump sum cost including any additions/deductions for proposed design changes
- Proposed schedule of values including sub-totals for design/permitting, construction and maintenance and monitoring

1.6 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.

1.7 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.

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1.8 Defined Terms:

- 1.8.1 Village – the Village of Downers Grove acting through its officers or agents.
- 1.8.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Proposer’s completed proposal, bonds and all required certifications.
- 1.8.3 Proposal – this document completed by an individual or entity and submitted to the Village.
- 1.8.4 Proposer – the individual or entity that submits or intends to submit technical and cost proposals to the Village.
- 1.8.5 Contractor – the individual or entity whose proposal is selected by the Village and who enters into a contract with the Village.
- 1.8.6 Work – the construction or service defined herein.
- 1.8.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
- 1.8.8 Proposal Guaranty – the required proposal deposit.

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.
- 2.2 The Proposer shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the contract and become fully acquainted with the detailed requirements of the Work. Submitting a Proposal shall be a conclusive assurance and warranty that the Proposer has made these examinations and that the Proposer understands all requirements for the performance of the Work. If the Proposal is accepted, the Proposer will be responsible for all errors in the proposal resulting from his willful or neglectful failure to comply with these instructions. **IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILFUL OR NEGLECTFUL FAILURE OF THE PROPOSER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILFUL OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT.** No changes in the prices, quantities or contract provisions shall be made to accommodate the

Village of Downers Grove

inadequacies of the Proposer, which might be discovered subsequent to award of contract. The Proposer shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Proposer.

- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Proposer. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Proposer. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Proposer's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals or the pre-proposal conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to all proposers of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Proposers. Each Proposer, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Proposal therein. Failure to acknowledge any addenda may cause the Proposal to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Proposer's responsibility to obtain all addenda issued. Proposers will provide written acknowledgement of receipt of each addendum issued with the proposal submission.
- 2.6 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.
- 2.7 The proposer hereby affirms and states that the prices quoted within their written proposal shall constitute the total cost to the Village for all work involved in the respective items as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Proposer also affirms that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions

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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.

- 2.8 The Proposer shall complete and submit with the Proposal an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.

3. PRE- PROPOSAL CONFERENCE

- 3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by proposers is strongly advised as this will be the last opportunity to ask questions concerning the proposal.

- 3.2 For those unable to attend the meeting, questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in the section titled "Addenda".

- 3.3 If attendance at the pre-proposal conference is required, no Contract Documents will be issued after the pre-proposal conference except to attendees.

4. COST PROPOSAL SUBMISSION

- 4.1 An original copy of the sealed cost proposal marked as indicated in Section 1 shall be submitted to the Village.

5. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

- 5.2 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 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.

6. PROPOSAL REJECTION

- 6.1 Proposals that contain omissions, erasures, alterations, additions not called for, conditional proposals or alternate proposals not called for, or irregularities of any kind, shall be rejected as informal or insufficient. The Village reserves the right however, to reject any or all proposals and to waive such technical error as may be deemed in the best interest of the Village.

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7. PROPOSER COMPETENCY

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

8. PROPOSER DISQUALIFICATION

8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of their Proposal.

8.1.1 More than one proposal for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Proposers.

8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Proposal Form (if applicable).

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Proposer's Certificate stating the following:

8.1.8.1 That the Proposer is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;

8.1.8.3 The Proposer will maintain the types and levels of insurance required by the terms of this contract.

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9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

10.1 Unless the Village exercises its right to reject all proposals, the contract will be awarded to that responsible Proposer whose Proposal, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered.

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

11. FAILURE TO ENTER INTO CONTRACT

11.1 Failure on the part of the successful Proposer to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for breach of contract.

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

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

12. SECURITY FOR PERFORMANCE

12.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the Village, shall furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the construction cost portion of the bid. Said bonds shall guarantee the Proposer's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820

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ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the proposer.**

13. DELIVERY

- 13.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 5101 Walnut Avenue, Downers Grove, IL 60515.

14. TAX EXEMPTION

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification will also be provided to selected vendor.

15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

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

II. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

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

2. USE OF VILLAGE'S NAME

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

3. HOURS OF WORK

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

4. PERMITS AND LICENSES

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

5. INSPECTION

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

6. DELIVERIES

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

7. SPECIAL HANDLING

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

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, 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:

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

9.1.2 By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

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

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;

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- 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 handicap unrelated to ability, 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 handicap unrelated to ability, or an unfavorable discharge from military services.
- 11.1.4 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

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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 subdivision 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 employee's 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.

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- 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 no later than five (5) days after such conviction 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. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

14. PREVAILING WAGE ACT

- 14.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 14.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.
- 14.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages

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for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

14.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.

14.5 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 Proposer's Certification.

14.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

15. PATRIOT ACT COMPLIANCE

15.1 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 Agreement 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.

16. INSURANCE REQUIREMENTS

16.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and

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

| | | |
|---|--------------|--|
| Workers Compensation | \$500,000 | Statutory |
| Employers Liability | \$1,000,000 | Each Accident |
| | \$1,000,000 | Disease Policy Limit |
| | \$1,000,000 | Disease Each Employee |
| Comprehensive General Liability | \$2,000,000 | Each Occurrence |
| | \$2,000,000 | Aggregate |
| | | <i>(Applicable on a Per Project Basis)</i> |
| Commercial Automobile Liability | \$1,000,000 | Each Accident |
| Professional Errors & Omissions (pursuant to section 20.9 below) | \$2,000,000 | Each Claim |
| | \$2,000,000 | Annual Aggregate |
| Umbrella Liability | \$ 5,000,000 | |

- 16.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"
- 16.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 16.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 16.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

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- 16.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 16.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.
- 16.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 16.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 16.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and

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volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

17. COPYRIGHT/PATENT INFRINGEMENT

17.1 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.

18. COMPLIANCE WITH OSHA STANDARDS

18.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

19. CERCLA INDEMNIFICATION

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

20. BUY AMERICA

20.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

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

21. CAMPAIGN DISCLOSURE

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

21.2 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.

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- 21.3 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.
- 21.4 By signing the bid documents, contractor/proposer/proposer/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.

22. SUBLETTING OF CONTRACT

- 22.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

23. TERM OF CONTRACT

- 23.1 This contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section, supra.

24. TERMINATION OF CONTRACT

- 24.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.
- 24.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

25. BILLING & PAYMENT PROCEDURES

- 25.1 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.
- 25.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 25.3 If this contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 25.4 Please send all invoices to the attention of Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515.

26. RELATIONSHIP BETWEEN THE CONTRACTOR AND THE VILLAGE

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

27. STANDARD OF CARE

- 27.1. Services performed by Contractor under this Agreement 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 Agreement, or in any report, opinions, and documents or otherwise.
- 27.2 If the Contractor fails to meet the foregoing standard, Contractor will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Contractor’s failure to comply with the above standard and reported to Contractor within one (1) year from the completion of Contractor’s services for the Project.

28. GOVERNING LAW

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

29. SUCCESSORS AND ASSIGNS

29.1 The terms of this Agreement 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 Agreement 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 sub Proposers.

30. WAIVER OF CONTRACT BREACH

30.1 The waiver by one party of any breach of this Agreement 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 Agreement and will not be construed to be a waiver of any provision except for the particular instance.

31. AMENDMENT

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

32. CHANGE ORDERS

32.1 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.

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

33. SEVERABILITY OF INVALID PROVISIONS

33.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, 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.

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34. NOTICE

34.1 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.

35. COOPERATION WITH FOIA COMPLIANCE

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

III. PROJECT SPECIFICATIONS

GENERAL PROVISIONS

1. PRE-FINAL PLANS

- 1.1 The following plans have previously been developed and shall be used to establish the scope of the project (PDF files will be provided in conjunction with this RFP):

59th Street Ditch Restoration -

- 1.1.1 59th Street and Brookbank Ditch Restoration Plans, dated 6/17/10, prepared by Engineering Resource Associates, Inc.
- 1.1.2 Downers Grove Stormwater Management Permit Submittal – St. Joseph Creek Southwest Tributary Drainage Ditch Restoration, dated 10/30/09, prepared by Engineering Resource Associates, Inc.

2. PERMITS

- 2.1 The permits listed below have been acquired in conjunction with the pre-final plans and all work shall comply with the requirements set therein (PDF files will be provided in conjunction with this RFP). Any/all other required permits or agency approvals shall be the responsibility of the Contractor.

59th Street Ditch Restoration –

- 2.1.1 General NPDES Permit No. ILR10 effective as of April 1, 2009
- 2.1.2 Army Corps of Engineers Certification (LRC-2010-00129) dated 6/15/10, prepared by Kathy Chernich
- 2.1.3 Kane-DuPage Soil and Water Conservation District Certification (10e038) dated 6/8/10, prepared by Kelsey Musich, CPESC

3. STANDARD SPECIFICATIONS

- 3.1 Unless specifically modified herein, or otherwise in writing and approved by both parties, the following standards shall govern the construction of the proposed improvements:
- 3.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Fifth Edition, 1996 (the Water & Sewer Specs.); and
- 3.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2007; along with Supplemental Specifications and Recurring Special Provisions (collectively the “SSRBC”) as adopted by the Illinois Department of Transportation, January 1, 2010 (references to “Department” within the SSRBC shall refer to the Village); and
- 3.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois revised March, 2006.
- 3.1.4 Illinois Urban Manual
- 3.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.

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3.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

4. FINAL DESIGN AND COOPERATION OF CONTRACTOR

4.1 The Contractor will be supplied with pre-final plans (in CAD format) and contract assemblies including Special Provisions (in PDF format). CAD files prepared by others may be used by the Contractor as a basis for the Contractor's design, but only within the extents permitted by law. Previous work provided by others does not relieve the Contractor of the obligation to verify all existing conditions and to provide final design plans that are the sole professional responsibility of the Contractor. The Contractor shall be solely liable for the final design of the project. The Contractor shall submit final design plans with any approved design changes for review by the Village. One set of the approved plans and contract assemblies shall be kept available on the work site at all times by the Contractor. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.

4.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. This individual shall be subject to approval by the Village. The Contractor shall not replace him without prior written notification to and approval by the Village.

5. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

5.1 Section 107 of the SSRBC shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:

5.1.1 PROJECT SAFETY. Add the following to Article 107.28:

5.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the work specified in this contract.

5.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration and (OSHA) Standards of the Williams-Stelger Occupational Health Safety Act of

1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.

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- 5.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 5.1.2 **BACKING PRECAUTIONS.** Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 5.1.3 **OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 5.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or his representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.
- 5.1.5 **CONTRACTOR'S RESPONSIBILITY.** Note the following regarding Article 107.30:
 - 5.1.5.1 No natural event will be considered cataclysmic

6. PROSECUTION AND PROGRESS

- 6.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:
 - 6.1.1 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

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- 6.1.2 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule.

7. MEASUREMENT AND PAYMENT

- 7.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:

- 7.1.1 Modifies Article 109.07 - Partial payments will be made per Section 25 of Part II of this document (Billing and Payment Procedures.)

- 7.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

- 7.1.3 Payments will be made based on a percent complete basis. The contract shall contain a lump sum (not to exceed) cost with payments made based on the agreed upon schedule of values.

8. GENERAL CONSTRUCTION REQUIREMENTS

- 8.1 The following general requirements are intended to govern the overall priority for the performance of the work described in this contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.

- 8.2 All street openings made prior to November 15th shall be fully restored according to the applicable special provisions, and the street reopened to regular traffic upon the availability of hot-mix bituminous concrete. The Contractor shall assume the risk of restoration over those reaches of pipe installed but not yet pressure-tested for pipe integrity.

- 8.3 No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public. Access to all individual drives within the current work zone must be restored at the end of each workday.

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8.4 The Contractor shall maintain traffic flow on all streets during the day in accordance with the applicable special provision. Adequate signing and flagging is of particular importance for safe travel of all public.

9. CONSTRUCTION STAKING AND RECORD DRAWINGS

9.1 Section 5-7 of the Water and Sewer Specs shall be replaced in its entirety by the following:

9.2 The Contractor shall furnish and place all construction layout stakes for this project. Competent personnel with suitable equipment shall conduct this work, supervised by a licensed Illinois Land Surveyor. The Contractor shall be responsible for having the finished work conform substantially to the lines, grades, elevations and dimensions shown on the plans.

9.3 The Contractor shall provide adequate control points to construct the individual Project elements, and shall provide the Engineer with adequate control in close proximity to check the compliance of the elements constructed.

9.4 The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Owner at the completion of the Project. All notes shall be neat, orderly and in an accepted format.

9.5 Prior to final payment, the Contractor shall provide the Owner with record drawings showing the lines, grades, elevations and dimensions of all work constructed. The Contractor shall also provide digital files listing all constructed manholes, catch basins, inlets, vaults, and any other structures and/or critical items defined by the Engineer as part of the project. The digital files shall list the items above as points with supplemental data as shown below in the Stormwater and Watermain GPS Code Lists.

Stormwater GPS Code List

| Field Name | Description | Entry |
|--------------------------|--|--|
| Lid_Type | frame and grate type | solid, open, b-hive, rollback, square, guard, other, none |
| Structure | | inlet, manhole, catch basin, endsection, culvert, bridge, blind tap, other, none |
| Inverts (no inverts = 0) | # of inverts | |
| Strct_Dept (ft) | structure depth | |
| Invert_Dep (ft) | invert depths, starting at north position going clockwise | |
| Invert_Siz (in) | invert sizes, starting at north position going clockwise | |
| Invert_Mat | invert material starting at north position going clockwise | RCP, CMP, PVC, clay, ductile iron, plastic, other, none |
| Flow_Angle | | 90 degrees, 135 degrees, straight through, 1 hole, junction, other, none |
| Flow_Direc | | north, south, east, west, NE, NW, SE, SW, divide |
| Strct_Matr | structure material | cast, block, brick, unknown, other, none, clay |
| Condition | structure condition | new, good, repair, replace, clean, unknown |
| Point_Loca | location of shot taken on rim | Center, Rim, Centr StSide, Invert, Top Pipe, Top Center Wall, Nrim, Srim, Erim, Wrim, Hand Marked, Flow Line |
| Comment1 | special comments | |
| Comment2 | special comments cont'd | |
| CollType | How point was collected | HQGPS, locates, hand |
| CollSource | Who collected point? | |
| Outfall | is the structure an outfall? | yes, no |

10. PRECONSTRUCTION VIDEO

10.1 This work shall consist of furnishing all materials and labor required to perform a video survey of the construction limits, adjacent right-of-way, and adjacent structures bordering the work. This shall include, but not be limited to, existing buildings, garages, pavements, curb and gutter, sidewalks, fences, trees and landscaping. Two (2) copies of the video shall be furnished to the Owner in DVD format. Video shall be performed by a reputable company meeting the approval of the Owner, in the presence of a representative of the Owner, and shall be performed prior to the commencement of construction. The video survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

11. ACCESS AND WATER SHUT-OFF NOTIFICATION

11.1 If access to a driveway will be blocked, or water will be turned off, the Contractor shall give that resident or business proper written notification at least 24 hours in advance. The Contractor must provide them the opportunity to remove their cars from the drive or make other arrangements, and prepare for any shutdown of the water system. Samples of written notices shall be submitted to the Engineer for approval.

11.2 In addition, the Contractor shall be responsible for notifying the resident or business verbally on the morning of any driveway closure, to ensure awareness of the lack of access.

12. TREE PROTECTION

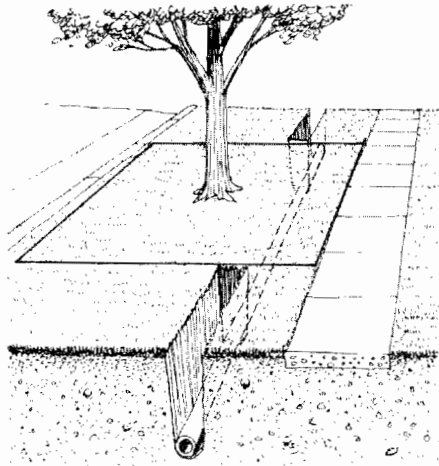
12.1 Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall approve all tree protection measures and any deviations. All tree protection measures and any deviations shall be noted in the contract specifications and on approved project plan sheets and permits using the guidelines listed below.

12.2 Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the parkway or excavation unless specifically noted on the project plan sheets.

12.3 The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that must be protected from damage. In a municipal parkway setting with utilities and paved or concrete surfaces, the size of the CRZ has been adjusted to form a rectangle around the parkway tree trunk with minimum dimensions listed in the following table. The depth of the CRZ extends to 4 feet below the natural ground surface level.

Village of Downers Grove

| <u>Parkway Tree diameter at 4.5'</u> | <u>Width street to property (min. curb to sidewalk)</u> | <u>Length along street street(minimum)</u> | <u>Depth</u> |
|--|---|--|--------------|
| 0 – 12.0 inches | 10.0 feet | 10 feet | 4 feet |
| 12.1 – 24.0 inches | 10.0 feet | 20 feet | 4 feet |
| 24.1 or more inches | 10.0 feet | 30 feet | 4 feet |



- 12.4 For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are replacing structures in the same location, fencing of the public parkway trees shall not be required. Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.
- 12.5 For projects that involve excavations of two (2) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roadway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.
- 12.6 Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

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- 12.7 To avoid damage to the CRZ, utilities must be augered underneath the public parkway trees. Excavation pits for augering equipment are to be outside the fenced area and are to be shown on the project plan sheets. Excavation pits for roundway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.
- 12.8 In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.
- 12.9 In addition to fines and citations that may be assessed for violations of any Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the contractor may be subject to the following provisions:
- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
 - costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
 - fines of \$500 for the 1st offense; \$1,000 for the 2nd offense; \$2,500 for the 3rd and subsequent offenses.
 - each day during which a violation continues shall be construed as a separate and distinct offense.
- 12.10 The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the damage shall be deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.
- 13. EROSION AND SEDIMENTATION CONTROL**
- 13.1 Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing temporary erosion and sedimentation control systems as shown on the plans or as directed by the Engineer. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the SSRBC, except as amended herein.
- 13.2 All downstream ditches shall be protected from erosion and sedimentation by the installation of triangular silt dikes, as specified in the Special Provisions. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be

protected against erosion and sedimentation runoff by use of straw bales. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, as authorized in the field by the Engineer and as specified by Catch All in the Special Provisions.

- 13.3 Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.
- 13.4 The Contractor is responsible for all compliance with the General NPDES Permit (No. ILR10) for Storm Water Discharges from Construction Site Activities. This shall include, but not be limited to, preparation and submittal of all required forms such as the NOI, ION, NOT, SWPPP, etc. The Contractor is responsible for performing all soil erosion and sediment control inspections, maintaining inspections, reports, logs, etc. and for keeping an up to date SWPPP on site at all times.

14. TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

- 14.1 This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.
- 14.2 No waiving of these requirements will be allowed without prior written approval of the Engineer.
- 14.3 The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.
- 14.4 The contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by **one sandbag per each barricade**. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by **eight sandbags per each barricade**.

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14.5 The Contractor shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.

14.6 In the event that one direction of vehicular travel must be closed, the Contractor has the option of setting up a detour route or using flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and lane closures, and shall issue written authorization prior to closure.

In the event that both directions of vehicular travel must be closed, the Contractor shall set up a detour route to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure.

14.7 The Contractor shall maintain his operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given work day, the Contractor shall provide steel plates at street intersections and driveways. Prior to the end of a given work day, the pavement surface shall be temporarily restored.

No open excavation may be left overnight or on the weekend without the express written permission of the Engineer.

14.8 No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday night at 4:30PM to Monday morning at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

14.9 As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

14.10 The Contractor shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.

15. STREET SWEEPING AND DUST CONTROL

15.1 All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the project. Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by approved mechanical sweeping equipment. Whenever directed by the Engineer, the Contractor shall mechanically sweep the pavement adjacent to the work site.

SPECIAL PROVISIONS

The following Special Provisions shall modify, supercede, or supplement the Standard Specifications referred to in General Provisions. These Special Provisions are associated with the pre-final plans that have been developed for the associated construction work. Any deviation from these Special Provisions requires notification to, and ultimate approval by, the Village.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *supplemented* by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *amended, voided, or superceded* by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superceded, and not in addition to the portion changed.

SP-01 GENERAL SCOPE OF WORK

Description: The St. Joseph's Creek Streambank Stabilization project shall generally consist of the following:

- 1.) Removal of approximately 225 lineal feet of vegetation along streambed and streambanks;
- 2.) Re-grading of approximately 225 lineal feet of streambed and streambanks;
- 3.) Native planting of approximately 3000 square feet of streambank.

SP-02 CLEARING, TREE AND HEDGE REMOVAL

Description: This work shall consist of the removal and disposal of all obstructions encountered during the construction of these improvements. Clearing shall consist of the removal and disposal of all obstructions such as fences, walls, accumulations of rubbish of whatever nature and all logs, shrubs, brush, grass, weeds, other vegetation and stumps of diameter less than 6 inches. Tree removal shall consist of the cutting, grubbing, removal and disposal of all trees and stumps as hereinafter defined. Hedge removal shall consist of the pulling or grubbing, removal and disposal of all hedge trees or bushes, as hereinafter defined.

A tree shall be defined as a woody, perennial plant having a single main stem or trunk, the diameter of which is 6 inches or more at a point 4 1/2 feet (diameter breast height) above the highest ground level at the tree. Trees with a diameter less than 6 inches will be considered as shrubs. A hedge shall be defined as trees or bushes planted for fence or windbreak purposes in rows containing 20 or more trees or bushes per 100 linear feet. Rows containing less than 20 trees or bushes per 100 linear feet, and scattered hedge trees or bushes will not be considered as hedge but as trees or shrubs, in accordance with the diameter measurements herein specified.

All trees, stumps, shrubs and bushes designated for removal shall be removed to a depth of not less than 12 inches below the elevation of the sub-grade, the finished earth surface or the ground line. All trees and shrubs designated to be saved shall be protected during clearing and subsequent construction operations. Overhanging limbs shall be trimmed or cut off to provide a minimum vertical clearance of 7 feet from the finished surface. This shall be considered as clearing. In the event that the Contractor damages any tree or shrub designated to be saved, such plants shall immediately be repaired or replaced as directed by the Engineer in accordance with standard horticultural practice for such work, at the Contractor's expense. Hedge shall not be cut off at the ground level, but shall be pulled or grubbed in such a manner as to ensure complete removal. Scattered hedge trees or shrubs not classified as hedge shall be removed as specified for hedge. No trees, shrubs, bushes, hedges, etc. shall be pruned or removed without the consent of the Engineer.

SP-03 **EARTH EXCAVATION AND PLACEMENT**

Description: This work shall consist of earth excavation and onsite re-use of the material as approved by the Engineer. All work shall be performed in accordance with Section 202 of the SSRBC. All transportation, stockpiling and associated temporary erosion control measures, and replacement and compaction of suitable excavated materials shall be considered incidental to this item. No additional compensation will be made to the Contractor should the Contractor choose to import fill for site grading in lieu of transporting site excavated material to embankment locations. All stockpile locations shall be outside the limits of the floodplain and approved by the Engineer.

SP-04 **EARTH EXCAVATION AND DISPOSAL**

Description: This work shall consist of earth excavation and offsite disposal of excess material. All work shall be performed in accordance with Section 202 of the SSRBC. All transportation, stockpiling and associated temporary erosion control measures, and offsite disposal of all excess materials shall be considered incidental to this item. No additional compensation will be made to the Contractor for the disposal of any unsuitable material. All stockpile locations shall be outside the limits of the floodplain and approved by the Engineer.

SP-05 **EARTH DISPOSAL**

Description: This work shall consist of offsite disposal of excess earthen material resulting from earth excavation of the proposed segmental block retaining walls. All work shall be performed in accordance with Section 202 of the SSRBC. All transportation, stockpiling, associated temporary erosion control measures and offsite disposal of all excess materials shall be considered incidental to this item. No additional compensation will be made to the contractor for the disposal of any unsuitable material. All stockpile locations shall be outside the limits of the floodplain and approved by the Engineer.

SP-06 **TOPSOIL EXCAVATION AND PLACEMENT**

Description: This work shall consist of topsoil excavation and onsite re-use of the material as approved by the Engineer. Topsoil shall be placed to a minimum thickness of 6-inches in turf locations and 12-inches in naturalized areas. All work shall be performed in accordance with Section 211 of the SSRBC. All transportation, stockpiling and associated temporary erosion control measures, and replacement of topsoil materials shall be considered incidental to this item. No additional compensation will be made to the Contractor should the Contractor choose to export topsoil, or, import topsoil material in lieu of transporting site excavated topsoil material to

embankment locations. All stockpile locations shall be outside the limits of the floodplain and approved by the Engineer.

SP-07 **EXPLORATION TRENCH, SPECIAL**

Description: This item shall consist of excavating an area for the purpose of locating existing utilities within the construction limits of the proposed improvement. This work shall be performed in locations as directed by the Engineer. The exploration trench shall be excavated to the length, width and depth as directed by the Engineer, except that the maximum trench width shall be 3 feet and the maximum trench depth shall be 7 feet.

After the excavation has been inspected, it shall be backfilled as directed by the Engineer. If it is located in a paved area (existing or proposed), the excavation shall be backfilled with Trench Backfill as specified herein. Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess or waste material shall be disposed of offsite by the Contractor in accordance with Article 202.03 of the SSRBC.

SP-08 **EROSION CONTROL BLANKET**

Description: This work shall consist of placement and maintenance of erosion control blankets at areas as shown on the plans in accordance with Article 251.04 of the SSRBC. Erosion control blanket shall be installed immediately after permanent seeding. Erosion control blanket shall be SC150BN produced by North American Green (or approved equal), installed with the staple quantity and pattern as shown on the plans and in the detail for Erosion Blanket. Metal staples will not be permitted. Biodegradable staples, approved by the Village, shall be used. Any excess or waste material shall be disposed of offsite by the Contractor in accordance with Article 202.03 of the SSRBC.

SP-09 **TRIANGULAR SILT DIKE**

Description: This work shall consist of placement, maintenance, and removal of Triangular Silt Dike at locations shown on the plans and in accordance with the detail shown on the plans. Work shall be performed in accordance with Article 280 of the SSRBC and as specified herein. Any excess or waste material shall be disposed of offsite by the Contractor in accordance with Article 202.03 of the SSRBC.

SP-10 **CATCH-ALL**

Description: This work shall consist of placement, maintenance, and removal of a Catch-All to capture sediment at storm sewer structures at locations within or near the TEMPORARY MATERIAL AND EQUIPMENT STORAGE AREAS as shown on the plans and as directed by Engineer in accordance with the detail. Work shall be performed in accordance with Article 280 of the SSRBC and as specified herein. Any excess or waste material shall be disposed of offsite by the Contractor in accordance with Article 202.03 of the SSRBC.

SP-11 **STABILIZED CONSTRUCTION ENTRANCE**

Description: This work shall consist of placement, maintenance, removal and restoration of stabilized construction entrances and paths in areas and to the widths and lengths as shown on the plans and construction details. This work shall include all labor, materials and equipment required to perform all operations in connection with the installation and removal of any stabilized construction entrance necessary.

The work for stabilized construction entrance installation and removal shall include, but is not limited to excavation, subgrade preparation, geo-fabric placement, stone riprap placement, soil/topsoil mixture placement, and removal and disposal of riprap and/or soil and geo-fabric, and subgrade soil decompaction to a minimum depth of 12-inches.

The installation of temporary “Stop” and “Stop and Look for Oncoming Traffic” signs in the locations as directed by the Engineer, and their removal at the completion of construction, shall be considered incidental to this work. ”Stop” and “Stop and Look for Oncoming Traffic” signs shall be installed on a single temporary sign post whenever practical.

All existing trees with Critical Root Zones (CRZ) extending within the limits of the area disturbed by the construction and/or removal of the temporary construction entrances and path, shall be protected as described within General Provision No. 10 – TREE PROTECTION. Tree preservation and tree trimming work associated with the construction and removal of the stabilized construction entrance shall be considered incidental to the cost of the stabilized construction entrance.

The location of any stabilized construction entrance shall be restored through topsoil placement, seeding, planting (if needed) erosion blanket installation, pavement patch, curb and gutter and sidewalk replacement, which will all be paid for as defined elsewhere in these Special Provisions.

Any excess or waste material shall be disposed of offsite by the Contractor in accordance with Article 202.03 of the SSRBC.

SP-12 **TURF GRASS SEEDING**

Description: This work shall be performed in accordance with Section 250 of the SSRBC. This work shall consist of preparing the seed bed and placing the seed and other materials required in seeding operations in areas as approved by the Engineer. All seed to be used shall be an approved grass that is similar to adjacent turf in the locality of the work. Prior to its installation the contractor shall obtain the approval of the Engineer for the type and place or origin where such seed is obtained.

SP-13 RESTORATION SEEDING

Description: This work shall consist of preparing the seedbed and placing the seed and other materials required in seeding operations for all areas to be restored. Planting and maintenance and monitoring plans shall be followed in accordance with the following documentation:

59th Street Ditch Restoration

Downers Grove Stormwater Management Permit Submittal – St. Joeseph Creek Southwest Tributary Drainage Ditch Restoration, dated 10/30/09, prepared by Engineering Resource Associates, Inc.

SP-14 PORTLAND CEMENT CONCRETE SIDEWALK, 5”

Description: This work shall consist of the removal and replacement of existing P.C.C. sidewalk and replacement of 5-inch thick sidewalks. This work shall be performed within the limits of the areas shown on the plans and in accordance with the construction detail titled “Public Sidewalk.” The plans show Portland Cement Concrete Pavement, 5”, at areas within the footprint of the Stabilized Construction Entrance. The plan quantities reflect removal and replacement of all existing sidewalk within the areas shown on the plans, however, only sidewalk that is damaged within the areas shown on the plans shall be removed and replaced, as directed by Engineer.

All P.C.C. sidewalk shall be removed and replaced by methods and with materials in accordance with Sections 424, 1020 and 1051 of the SSRBC, except as amended herein.

Removal of existing sidewalk shall include the saw cutting of existing concrete as directed by the Engineer, the removal of tree roots, bituminous paved sidewalks or bituminous overlayment of existing sidewalks.

Installation of welded wire fabric reinforcement will not be permitted. All work shall be in accordance with Section 420 of the SSRBC. All concrete work shall be properly cured utilizing the materials and methods outlined in Section 1022 of the SSRBC; except that Type II curing compound with red dye shall be used.

If the concrete sidewalk is installed after October 1st, a protective coat shall be applied to the surface of the concrete in accordance with Article 420.18 of the SSRBC. Protective coat application shall be considered incidental to this work item.

SP-15 PAVEMENT REMOVAL AND PATCH

Description: This work shall consist of sawcutting, removal and satisfactory disposal of the existing PCC or bituminous pavement, base and stabilized base, including resurfaced pavement in accordance with section 440 of the SSRBC, and the construction of hot-mix asphalt (HMA) base course and HMA surface course as a patch at locations as directed by Engineer.

The base course shall be 8-inch thick HMA Base Course, in accordance with Section 355 of the SSRBC and plan details. The surface course shall be 3-inch thick HMA Surface Course, Mix “D”, N50 in accordance with Section 406 of the SSRBC and plan details.

Where portions of curb and gutter are damaged in the locations of the pavement removal and patch areas, this curb and gutter removal and replacement will be required. The contractor shall form a perpendicular straight joint full depth sawcut at the ends of the curb and gutter repair area to prevent spalling.

Where portions of the existing pavement are adjacent to portions to remain provisions shall be made not to damage remaining portions. The contractor shall form a perpendicular straight joint by full-depth sawcut at the ends and edges to prevent surface spalling.

It is the contractor's responsibility to determine the thickness of the existing pavement for removal. No additional compensation will be allowed based on variations in thickness or material and amount of reinforcement.

SP-16 TEMPORARY MATERIAL AND EQUIPMENT STORAGE AREA

Description: The Contractor is required to remove all material and equipment from the Special Hazard Area of St. Joseph's Creek at the completion of work each day. This work shall consist of placement, storage, maintenance, and restoration of temporary material and equipment storage areas as shown on the plans or as directed by the Engineer.

The Contractor shall determine the extent and location of storage areas required with the following conditions:

1. The storage areas may not be located within the Special Hazard Area associated with St. Joseph's Creek. The Contractor shall propose storage locations and must receive written approval from the Engineer.
2. The storage areas may not block more that ten (10') feet of roadway measured from the face of curb.
3. The storage areas may not block any sidewalk.
4. The storage areas may not block any driveway or access to properties.
5. The storage areas may not block any fire hydrants.
6. The storage areas must be properly marked with cones, barricades and temporary signage to delineate the storage areas, per direction from the Village Transportation Engineer.

The Contractor shall attempt to preserve and protect the existing conditions of the curb, sidewalk, pavement and turf grass within the temporary material and equipment storage area. Upon termination of use of each storage area the Contractor shall restore the temporary material and equipment storage areas in accordance with the Special Provisions for TURF GRASS SEEDING, PORTLAND CEMENT CONCRETE PAVEMENT, 5" and PAVEMENT REMOVAL AND PATCH as directed by the Engineer.

SP-17 LANDSCAPE REMOVAL AND REPLACEMENT

Description: Unless noted otherwise, any existing landscaping requiring removal shall be replaced in-kind. Landscaping plans shall be presented to the Village for review as part of the final design package. Every attempt shall be made by the Contractor to minimize impacts to existing landscaping.

IV. PROPOSER'S RESPONSE TO RFP (DESIGN/BUILD SERVICES)

(Proposer must insert the technical proposal here – Do NOT insert a form contract as the RFP document including detail specs and Proposer's response will become the contract with the Village)



Quote To: City of Downers Grove
 5101 Walnut Avenue
 Downers Grove, IL 60515

Job Name: 59th St. Ditch
 Restoration
 Date of Plans: None Noted
 Revision Date: 6/17/2010

Phone: 630-434-5460
 Fax: 630-434-5495

Addenda: N / A

8/20/2010

| 1.0 CONSTRUCTION | | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|------------------|----------------------------------|----------|------|--------------|---------------------|
| 1.05 | Install Instream Silt Fence | 10.000 | LF | \$ 6.00 | \$ 60.00 |
| 1.10 | Riprap Removal / Replacement | 45.000 | CY | \$ 80.00 | \$ 3,600.00 |
| 1.15 | Grade channel and side slopes | 1.000 | LS | \$ 1,000.00 | \$ 1,000.00 |
| 1.20 | Roadside Swale Seed Mix | 0.030 | AC | \$ 28,000.00 | \$ 840.00 |
| 1.25 | Mw Fescue Seed Mix | 0.030 | AC | \$ 28,000.00 | \$ 840.00 |
| 1.30 | Erosion Control Blanket | 242.000 | SY | \$ 3.75 | \$ 907.50 |
| 1.35 | Emergent Plant Plug Installation | 140.000 | EA | \$ 5.00 | \$ 700.00 |
| 1.40 | Shrub Live Stakes (3/LF) | 276.000 | LF | \$ 13.25 | \$ 3,657.00 |
| SUBTOTAL | | | | | \$ 11,604.50 |

| 2.0 FIRST YEAR MAINTENANCE | | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|----------------------------|--|----------|------|-------------|--------------------|
| 2.05 | Mow, weed whip, or hand weed | 1.00 | EA | \$ 290.00 | \$ 290.00 |
| 2.10 | Monitoring Report | 1.00 | EA | \$ 1,200.00 | \$ 1,200.00 |
| 2.15 | Hand Wick invasive / non-native plants | 5.00 | EA | \$ 145.00 | \$ 725.00 |
| SUBTOTAL | | | | | \$ 2,215.00 |

| 3.0 SECOND YEAR MAINTENANCE | | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|-----------------------------|--|----------|------|-------------|--------------------|
| 2.05 | Mow, weed whip, or hand weed | 1.00 | EA | \$ 290.00 | \$ 290.00 |
| 2.10 | Monitoring Report | 1.00 | EA | \$ 1,200.00 | \$ 1,200.00 |
| 2.15 | Hand Wick invasive / non-native plants | 5.00 | EA | \$ 145.00 | \$ 725.00 |
| SUBTOTAL | | | | | \$ 2,215.00 |

| 4.0 THIRD YEAR MAINTENANCE | | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|----------------------------|--|----------|------|-------------|--------------------|
| 2.05 | Mow, weed whip, or hand weed | 1.00 | EA | \$ 290.00 | \$ 290.00 |
| 2.10 | Monitoring Report | 1.00 | EA | \$ 1,200.00 | \$ 1,200.00 |
| 2.15 | Hand Wick invasive / non-native plants | 5.00 | EA | \$ 145.00 | \$ 725.00 |
| SUBTOTAL | | | | | \$ 2,215.00 |

| SUMMARY | | | |
|--------------|-------------------------|--|---------------------|
| 1.00 | CONSTRUCTION | | \$ 11,604.50 |
| 2.00 | FIRST YEAR MAINTENANCE | | \$ 2,215.00 |
| 3.00 | SECOND YEAR MAINTENANCE | | \$ 2,215.00 |
| 4.00 | THIRD YEAR MAINTENANCE | | \$ 2,215.00 |
| TOTAL | | | \$ 18,249.50 |

Notes & Qualifications:

1.0 See attached exhibit for important information.

*Washington International Insurance Company
475 North Martingale Road, Suite 850
Schaumburg, Illinois 60173*

August 19, 2010

The City of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

Re: V3 Construction Group, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517

Project: 59th Street Ditch Restoration
Project Estimate: \$40,000.00

To Whom It May Concern:

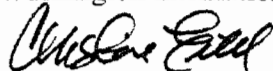
Please be advised that Washington International Insurance Company ("WIIC") currently executes bonds for V3 Construction Group, Ltd.

WIIC is willing to favorably consider providing payment and performance bonds on this project, subject to receipt of satisfactory contract documents and bond forms, and review of underwriting information when presented.

The arrangement to provide any bonds is a matter between V3 Construction Group, Ltd., and WIIC, and neither WIIC nor ourselves assume any liability to you or your third parties, if for any reason WIIC does not provide the bonds.

WIIC eagerly awaits receipt of the underwriting information and looks forward to assisting you on this project.

Sincerely,
Washington International Insurance Company



Christine Eitel
Attorney-In-Fact

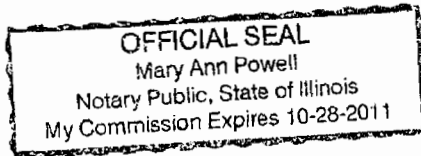
STATE OF ILLINOIS

COUNTY OF DUPAGE

On this 19th of August, 2010 before me came Christine Eitel executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the therein described and authorized ATTORNEY-IN-FACT of Washington International Insurance Company that the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal this day and year first written above.

(Seal)



Mary Ann Powell
Mary Ann Powell Notary Public

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN E. ADAMS, MARY ANN POWELL, GERALD C. OLSON, ART PEDRAZA,
SUSAN K. SYMONS, GREGORY A. FIELD, CHRISTINE EITEL and PAM J. KLASEN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



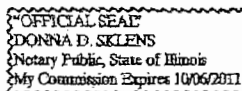
By [Signature]
David M. Layman, Senior Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14th day of May, 2010.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 14th day of May, 2010, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19 day of August, 2010.

[Signature]

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

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:

V3 Construction Group Ltd.

Company Name

Date: August 19, 2010

7325 Janes Avenue

Street Address of Company

mfamiglietti@v3co.com

Email Address

Woodridge, IL 60517

City, State, Zip

Michael Famiglietti

Contact Name (Print)

630-724-9200

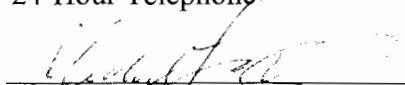
Business Phone

630-7626

24-Hour Telephone


630-724-9202

Fax


Signature of Officer, Partner or Sole Proprietor

Michael Famiglietti, President
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this 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: V3 Construction Group Ltd.
ADDRESS: 7325 Janes Avenue
CITY: Woodridge
STATE: IL
ZIP: 60517
PHONE: 630-724-9200 FAX: 630-724-9202
TAX ID #(TIN): 36-4152156

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Signature]

DATE: 08/19/2010

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

59th Street Ditch
With regard to Restoration, proposer V3 Construction Group Ltd. 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 §12-105(A)(4);

3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

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

PROPOSER'S CERTIFICATION (page 2 of 3)

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

BY: [Signature]
Proposer's Authorized Agent Michael Famiglietti, President

| | | | | | | | | | |
|--|--|---|--|--|--|--|--|--|--|
| | | - | | | | | | | |
|--|--|---|--|--|--|--|--|--|--|

 36-4152156

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 19th day of Aug, 2010
[Signature]
Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of V3 Construction Group Ltd., and the full names of its Officers are as follows:

President: Michael Famiglietti

Secretary: Rob Petroelje

Treasurer: James Mann

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

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

(c) **Sole Proprietor**

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

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

Insurer's Name Willis

Agent John Adams, Sr. Vice President

Street Address 425 Martingale Road, Suite 100

City, State, Zip Code Schaumburg, IL 60173

Telephone Number 847-517-3450

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

Print Name of Company: V3 Construction Group Ltd.

Print Name and Title of Authorizing Signature: Michael Famiglietti, President

Signature: 

Date: 08/19/2010

SUBCONTRACTORS LIST

The Proposer hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

No subcontractors will be used to perform this

1) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

2) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

3) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies)

Name of Proposer: V3 Construction Group Ltd.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the proposer will perform with its own forces. The proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such proposal, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the proposer is a participant and that will be performed with the proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the proposal.**

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

Print Name and Title of Authorizing Signature: Michael Famiglietti, President

Signature: 

Date: 08/19/2010

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

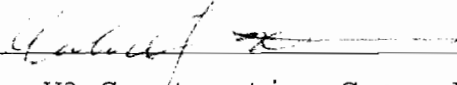
Instructions:

Proposer to complete the Buy America Certification listed below. Proposer shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Proposer's proposal response.

Special Note: Make sure you have signed only one of the above statements— either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The proposer or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature 

Company Name V3 Construction Group Ltd.

Title President

Date 08/19/2010

Certificate of Non-Compliance

The proposer or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A PROPOSER MAY NOT SEEK A WAIVER.

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.

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.

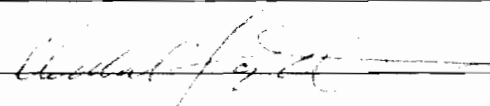
Company Name: V3 Construction Group Ltd.

Address: 7325 Janes Avneue

City: Woodridge Zip Code: 60517

Telephone: (630) 724-9200 Fax Number: (630) 724-9202

E-mail Address: mfamiglietti@v3co.com

Authorized Company Signature: 

Print Signature Name: Michael Famiglietti Title of Official: President

Date: 08/19/2010

CAMPAIGN DISCLOSURE CERTIFICATE

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

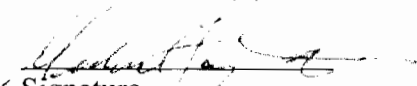
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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 proposal release.

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

Under penalty of perjury, I declare:

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


Signature

Michael Famiglietti, President
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

