

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MARCH 8, 2011 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Streambank Stabilization, St. Joseph Creek, North Branch (DR-011)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a design-build contract for streambank stabilization on areas of St. Joseph Creek North Branch to J.F. New & Associates, Inc. of Monee, Illinois in the amount of \$269,219.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2011 to 2018 include *Top Quality Infrastructure*.

FISCAL IMPACT

The adopted FY11 Stormwater Fund budget provides \$300,000 for infrastructure costs relating to this project (DR-011).

UPDATE & RECOMMENDATION

This item was discussed at the March 1, 2011 Council meeting. Staff recommends approval on the March 8, 2011 consent agenda.

BACKGROUND

The St. Joseph Creek North Branch is approximately 5,000 feet long and consists of open water and piped sections. This stormwater conveyance system winds through the eastern part of the Village almost entirely through residential property, with small stretches flowing through Hummer Park and the commercial property along Warren Avenue before its confluence with the St. Joseph Creek Main Branch just east of Village Hall.

Various reaches of the St. Joseph Creek North Branch have experienced high amounts of streambank erosion, which has threatened several private properties as well as the structural integrity of Prairie Avenue near Florence Avenue. Staff has identified the most severe areas of erosion which require stabilization. These areas consist of approximately 250 lineal feet of the creek near the intersection of Prairie and Florence Avenues and approximately 450 lineal feet between Austin and Rogers Streets. The scope of this work is to prepare plans, obtain applicable permits, and restore and stabilize these areas by using ecologically sustainable methods, which will immediately improve the environment through these corridors and provide long-term benefits such as improved habitat and decreased flow velocities.

Five contractors were pre-qualified through a Request for Qualifications. After pre-qualification, a Request for Proposal was sent with four contractors submitting a response. These four contractors submitted cost and technical proposals for the project.

The submitting contractors and their associated costs are as follows:

Contractor	Cost Proposal
J.F. New & Associates, Inc.	\$258,919
Applied Ecological Services	\$292,400
V3 Construction Group, Ltd.	\$300,000
Burke, LLC	\$629,400

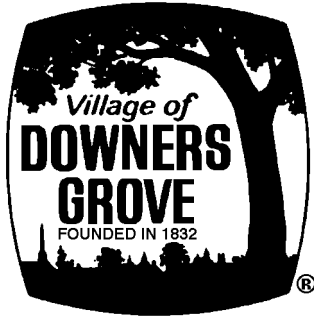
After reviewing the proposals, J.F. New & Associates, Inc. was identified as the company that best meets the needs of the Village. At the request of Village staff, an additional \$10,300.00 was added to the scope of the project to accommodate a full three-year vegetative maintenance and monitoring plan instead of the one-year plan originally proposed. Construction of this project is expected to begin in the fall of 2011 and continue through the winter with three years of vegetative maintenance and monitoring to follow after substantial completion of construction.

J.F. New & Associates has not performed work for the Village in the past. Staff contacted two municipal clients (Middleton, WI and Delphi, IN) that used J.F. New & Associates for two very similar projects and both municipalities were very happy with the work that was performed and the manner in which it was performed. They report that the projects are holding up quite well and continue to be aesthetically pleasing.

ATTACHMENTS

Request for Proposals

Capital Project Sheet DR-011



REQUEST FOR PROPOSAL

Name of Proposing Company: JFNew and Associates , Inc

Project Name: St. Joseph Creek – North Branch - Streambank Stabilization
Proposal No.: DR-011
Proposal Due: Monday, January 24, 2011 – 10:00 A.M – Public Works
Pre-Proposal Conference: Required: Monday, January 10, 2011- 10:00 A.M. at Public Works (site visit weather dependent)

Required of All Proposers:

Deposit/Bid Bond: 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: Tuesday, January 4, 2011

This document consists of 44 pages.

Return **original** and **two duplicate copies (one copy in electronic format)** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

JEFF LOSTER
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE – PUBLIC WORKS
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5460
FAX: 630/434-5495
www.downers.us

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 copies (one in electronic format) 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 streambank stabilization of approximately 700 feet of the St. Joseph Creek North Branch.

1.2 Project Description-

The subjects of this project are isolated lengths of St. Joseph Creek which are currently experiencing high amounts of erosion. The Village wishes to stabilize both streambanks through these areas using aesthetically pleasing, ecologically sustainable methods that will prevent further erosion.

1.2.1 Project Area #1 is approximately 200 feet long and is mostly located within private property, but is also immediately adjacent to the Prairie Avenue Right-of-Way (see Exhibit A). A timber retaining wall was installed many years ago, which has severely deteriorated (see exhibit B). As the erosion has become more severe over time, the roadway is now in danger of being undercut.

1.2.2 Project Area #2 is approximately 500 feet long and is located within private

property as well as an unimproved public right-of-way (see Exhibit C). The streambanks through this reach are mostly barren with little protection from erosion. Portions of the streambanks have experienced erosion to the extent that they are now completely vertical and several feet high (see Exhibit D).

1.2.3 Anticipated Improvements

It is anticipated that, where grade and land availability allows, sustainable stabilization methods will be utilized. These could include, but are not limited to, native plantings, coir logs, slope re-grading, soil/turf reinforcement, root wads, and other non-structural methods. However, it is anticipated that some areas, where erosion is extreme and banks are steep and several feet high, more structural methods may need to be used. These may include, but are not limited to, ajax, block walls, sheet piling, gabion baskets, revetment mats, rip-rap, etc. Proposer shall include conceptual design details of each treatment proposed, along with a plan view sketch of the approximate locations and quantities for each treatment. Proposer shall include on the plan view the approximate proposed limits of grading and restoration, along with any proposed access routes, staging areas, etc.

1.2.4 Base Lump Sum Cost and Contingency

Proposer shall provide a Base Lump Sum Cost for the proposed work, and shall include alternate pricing for any proposed design alternates. Unit price costs for each proposed treatment shall be given, only to be used in the event that the amount of each proposed treatment is increased/reduced as a result of final design and permitting. Proposer shall include a contingency value, over and above the base lump sum cost for the project, which shall be used only in the event of an increase in cost due to changes in the final design and permitting process. Utilizing the unit prices given for each treatment, a final project construction cost shall be calculated, but under no circumstances shall the total project cost exceed the Base Lump Sum Cost plus the Contingency amount.

Village of Downers Grove



EXHIBIT A



EXHIBIT B

Village of Downers Grove



EXHIBIT C



EXHIBIT D

Village of Downers Grove

- 1.3 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Monday, January 24, 2011 – 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 information for each of the project areas:
 - Proposed design
 - Anticipated permits required
 - Proposed means and methods
 - Proposed project schedule
 - 1.5.2 Cost proposals shall include the following information for each of the project areas:
 - Proposed Base Lump Sum Cost, including separate costs for any design alternates, and a Contingency amount
 - Proposed schedule of values including sub-totals for design/permitting, construction and maintenance and monitoring (if necessary)
- 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.
- 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 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 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.

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.

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 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

Village of Downers Grove

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 5/1-101et. 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;

- 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 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

- 12.1 Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
 - 12.1.1 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.
 - 12.1.2 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.
 - 12.1.3 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.

12.1.4 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.

12.1.5 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.

12.1.6 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.

12.1.7 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 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 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

Village of Downers Grove

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	\$2,000,000	Each Claim
(pursuant to section 20.9 below)	\$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 Worker’s 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.
- 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 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.
- 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.
- 22.2 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.

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

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

III. PROJECT SPECIFICATIONS

GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 Unless specifically modified herein, or otherwise in writing and approved by both parties, the following standards shall govern the construction of the proposed improvements:
 - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Fifth Edition, 1996 (the Water & Sewer Specs.); and
 - 1.1.2 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
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois revised March, 2006.
 - 1.1.4 Illinois Urban Manual
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 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.

2. DESIGN AND COOPERATION OF CONTRACTOR

- 2.1 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.

Design of a 50% plan set and specifications shall be established after a conceptual design has been discussed with and agreed upon by the Village. Design of the 50% plan set is to be fully coordinated with the Village to allow for ample design input. The 50% plan set and specifications shall be submitted to the Village for review and comments. All comments shall be incorporated into a 90% plan set which will also be submitted to the Village for final review and further comments. All remaining comments shall then be incorporated into a final design plan set with specifications updated accordingly.

- 2.2 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.

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.

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

3.1.1 **PROJECT SAFETY.** Add the following to Article 107.28:

3.1.1.1 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.

3.1.1.2 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.**

3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.

3.1.2 **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.

3.1.3 **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.

3.1.4 **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.

3.1.5 **CONTRACTOR'S RESPONSIBILITY.** Note the following regarding Article 107.30:

No natural event will be considered cataclysmic.

4. PROSECUTION AND PROGRESS

4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:

4.1.1 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.

4.1.2 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.

5. MEASUREMENT AND PAYMENT

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

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

5.1.2 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.

5.1.3 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.

6. GENERAL CONSTRUCTION REQUIREMENTS

6.1 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.

6.2 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.

6.3 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.

6.4 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.

7. CONSTRUCTION STAKING AND RECORD DRAWINGS

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

7.1.1 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.

7.1.2 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.

7.1.3 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.

7.1.4 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.

7.1.5

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

8. PRECONSTRUCTION VIDEO

8.1 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.

9. ACCESS AND WATER SHUT-OFF NOTIFICATION

9.1 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.

9.2 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.

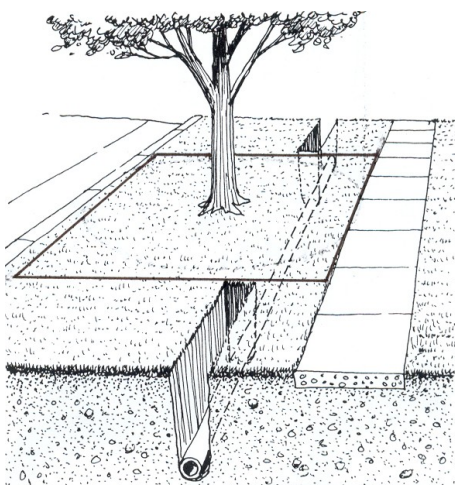
10. TREE PROTECTION

10.1 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.

- 10.2 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, re-grading of the parkway or excavation unless specifically noted on the project plan sheets.
- 10.3 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.

<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



- 10.4 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.
- 10.5 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 roundway 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.

- 10.6 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.
- 10.7 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.
- 10.8 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.
- 10.9 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.
- 10.10 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.

11. EROSION AND SEDIMENTATION CONTROL

11.1 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 erosion and sedimentation control systems as agreed upon by the Village and Contractor and in compliance with applicable permit regulations. 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.

11.2 All erosion and sedimentation control measures 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.

11.3 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.

12. TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

12.1 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.

12.2 No waiving of these requirements will be allowed without prior written approval of the Engineer.

12.3 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.

- 12.4 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**.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 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.
- 12.11 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.

13. STREET SWEEPING AND DUST CONTROL

- 13.1 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.

- 13.2 Whenever directed by the Engineer, the Contractor shall mechanically sweep the pavement adjacent to the work site.

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)

See attached document at the end of the proposal
for the technical and cost proposal.

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:

J.F. New & Associates, Inc.
Company Name

Date: January 28, 2011

6605 Steger Rd., Unit A
Street Address of Company

astaubin@jfnew.com
Email Address

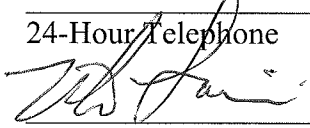
Monee, IL 60449
City, State, Zip

Tony St. Aubin
Contact Name (Print)

708-534-3450
Business Phone

708-932-9306
24-Hour Telephone

708-534-3480
Fax


Signature of Officer, Partner or Sole Proprietor

Mike Lancioni, VP
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.



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: J.F. New & Associates, Inc.

ADDRESS: 708 Roosevelt Rd

CITY: Walkerton

STATE: Indiana

ZIP: 46574

PHONE: 574-586-3400 FAX: 574-586-3446

TAX ID #(TIN): 35-1844393

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME:

ADDRESS:

CITY:

STATE: ZIP:

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Charitable/Nonprofit
- Limited Liability Company -Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Government Agency

Medical

Corporation (handwritten signature)

SIGNATURE: DATE:

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to St. Joseph Creek, proposer JFNew 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

3 5 - 18 4 4 3 9 3

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me



HEATHER GEERLE
Notary Public, State of Indiana
County of Starke
My Commission Expires Jan. 30, 2013

this 28 day of January, 2011.
[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 Indiana, which operates under the Legal name of J.F. New & Associates, Inc., and the full names of its Officers are as follows:

President: Will D Ditzler

Secretary: Robert W Wolfe

Treasurer: Wendy Loehr

does not 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 Ohio Farmer's Insurance Company

Agent General Insurance Services

Street Address 4208 Calumet Ave., Suite 100

City, State, Zip Code Valparaiso IN 46384

Telephone Number 219-464-3511

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

Print Name of Company: J.F. New & Associates, Inc.

Print Name and Title of Authorizing Signature: Mike Lancioni, VP

Signature: 

Date: January 28, 2011

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.)

1) Engineering Resource Associates, Inc Type of Work Surveying, engineering support, modeling
Addr: 3S701 West Ave, Suite 150 City Warrenville State IL Zip 60555

2) Thornton Equipment Services Type of Work Excavation and equipment operation
Addr: 12515 W. Frontage Rd City Mokena State IL Zip 60448

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 _____

BUY AMERICA CERTIFICATION

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

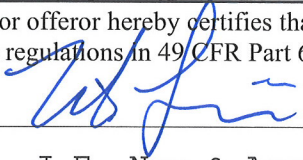
Instructions:

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 J.F. New & Associates, Inc.

Title Vice President

Date January 28, 2011

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: J.F. New & Associates, Inc.

Address: 708 Roosevelt Rd.

City: Walkerton Zip Code: 46574

Telephone: (574) 586-3400 Fax Number: (574) 586-3446

E-mail Address: astaubin@jfnew.com

Authorized Company Signature: 

Print Signature Name: Mike Lancioni Title of Official: Vice President

Date: January 28, 2011

CAMPAIGN DISCLOSURE CERTIFICATE

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

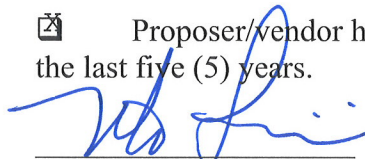
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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/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

Mike Lancioni
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

St. Joseph Creek – North Branch Streambank Stabilization

JANUARY 25, 2011

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ITEM AND DESCRIPTION CORRECTIONS:

1. Preconstruction Video – What is meant by a reputable company?
Can the video be shot by the prime contractor or does this need to be completed by a vendor that specializes in video?
The preconstruction video may be shot by the prime contractor, provided that the resulting video is, as determined by the Village Staff, of professional quality. The video must be shot with video camera equipment, not a digital camera that is primarily for the taking of still photographs, or a mobile phone, and must be of a resolution that is clear and playable on a full size television screen (19" diagonal or larger).

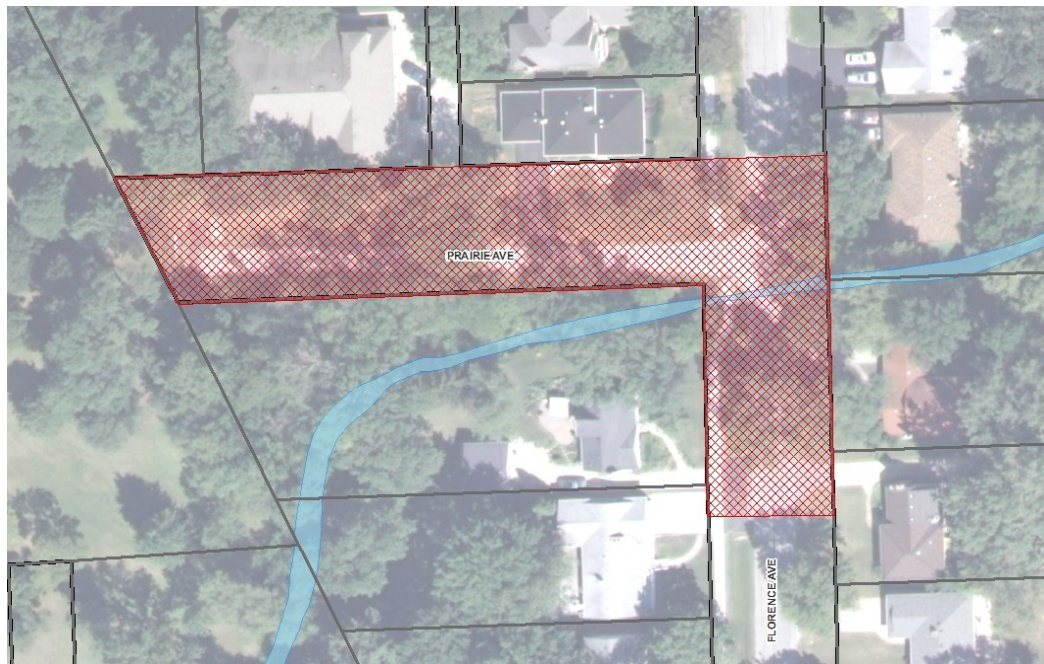
2. Does the Village have a spoils location where material can be disposed of or is it the contractor's responsibility to find a location for disposal?
It is the contractor's responsibility to find a location for the disposal of all materials. Any testing required for the disposal of material offsite, if necessary, will be the responsibility of the contractor and should be included in the proposal. Any alternate costs that the proposer may deem necessary to cover uncertainty in the proper disposal of materials should be listed separately in the proposal, or specifically listed as part of the contingency.

3. Does the Village have an organic matter disposal site for trees that are removed?
The Village does not have an organic matter disposal site for trees that are removed. The removal and proper disposal of this material is the responsibility of the contractor.

4. Does the Village own any property adjacent to the streams? If so, where? If not, would the Village be amendable to the idea of working with property owners to accomplish the stream restoration?

Regarding project area #1, Village ownership is restricted to the Prairie and Florence Avenue Rights-of-Way. Regarding project Area #2, the Village owns 14' wide unimproved alleys in various locations throughout the block as well as most of the adjacent rights-of-way. These areas can be seen in red in the exhibits below. Given the various site constraints, a high amount of resident cooperation is anticipated in both areas.

5. Can you please address the fence issues? For example, some areas have fences failing and will need to be addressed during the restoration process. Will the Village pay for fence removal? Repair? **All proposals shall be prepared with the assumption that the cost of fence removal and in-kind replacement will be included within the cost of this project. The limits of removal and replacement shall only include that which is absolutely necessary for completion of the streambank stabilization project.**



PROJECT AREA #1



PROJECT AREA #2

**END OF ADDENDUM NO. 1
JANUARY 25, 2011**

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM 1

PROPOSAL: St. Joseph Creek – North Branch Streambank Stabilization

PROPOSAL OPENING: January 31, 2011

ADDENDUM NO.: 1

PROPOSER: JFNew * Associates

ADDRESS: 6605 Steger Rd, Unit A Monroe, IL 60449

RECEIVED BY: Mark Prankus
(NAME)


(SIGNATURE)

DATE: 1/25/11

St. Joseph Creek North Branch Streambank Stabilization Design/Build

Technical Proposal

Proposed Design

Presented below is a conceptual design for the stabilization of Project Area 1 and 2. Where possible, we have included information about distances and the general location and number of structures. The conceptual design is based on our professional judgment and from informal site visits. The actual location and number of structures along with the start and end points for each of the treatments and treatment areas may vary once the site is more thoroughly investigated during the design phase.

Project Area 1

Project Area 2 is approximately 200 feet long and is mostly located within private property, also immediately adjacent to the Prairie Avenue Right-of-Way.

Treatment Area A

At the outlet of the stormwater pipe, we are proposing a cross vane to re-direct stream energy toward the center of the stream channel to help alleviate bank erosion and dissipate energy (Figure 1 (attached at the end of the proposal) and 2). Cross vanes are designed to reduce near bank velocity, velocity gradients, stream power, and shear stress by focusing flow toward the center of the channel, dissipating energy, therefore reducing near bank velocities and sediment contributions downstream of the project site. The eroding banks that are threatening the integrity of Prairie Avenue will be stabilized using a stone toe and soil-encapsulated lifts (Figure 3). A stone toe will be installed that projects into the stream to a height that stabilizes the toe, but still offers the opportunity for a vegetative stabilization along the bank. Soil fill material will be placed on the toe and encapsulated with heavy duty, bio-degradable erosion control material to rebuild the bank outward. The use of soil-encapsulated lifts in this section allows for steep banks to be stabilized over a short horizontal distances. The lifts will be seeded with native vegetation to provide long-term stabilization.

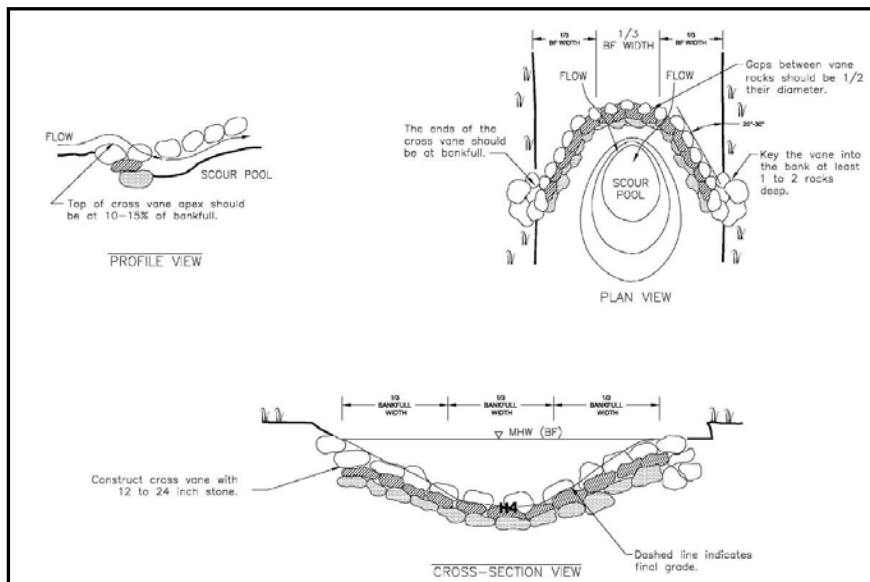


Figure 2. Typical cross vane structure detail.

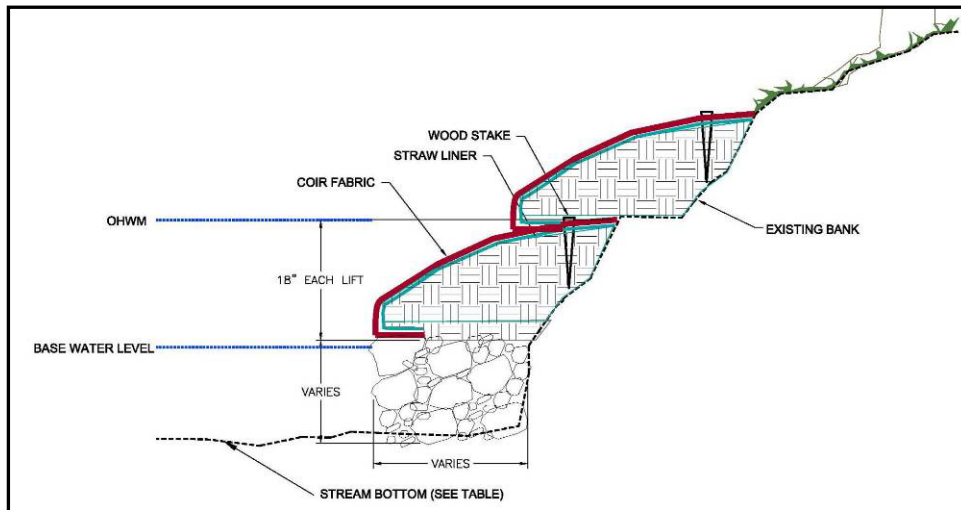


Figure 3. Typical stone toe and soil-encapsulated lift detail.

Treatment Area B

Treatment Area B is the portion of the stream where the timber retaining wall is severely deteriorated (Figure 1). This wall will be removed and replaced with a series of rock stream barbs to help redirect flow and move the thalweg away from eroding banks and Prairie Ave toward the center of the channel (Figure 4). Flow deflection techniques create variable flows across the channel cross section: creating areas of slow-moving backwater that generally induce near-bank depositional features and accelerated mid-channel flows that promote scour pool development in pools and runs. The focus of this design is to alleviate bank sloughing by re-directing the energy of the stream away from the bank and toward the center of the channel as well as decreasing the slope of the streambanks through bank grading. Some bank grading will need to be performed in order to blend the installation of these structures into the existing streambanks as well as to return the streambanks to a more geotechnically stable angle of repose.

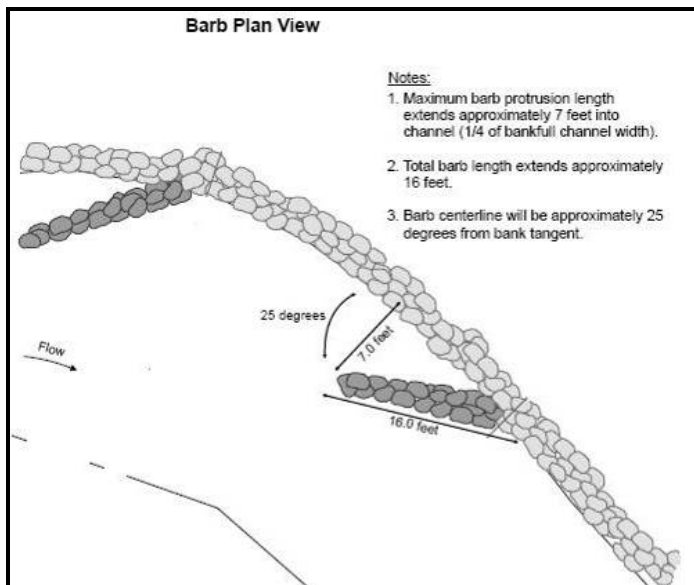


Figure 4. Typical stream barb detail.

Treatment Area C

Treatment Area C is the approximate lower third of the Project Area 1. The right downstream eroding bank will be re-graded to create a narrow floodplain bench (Figure 5). Rootwads from trees that were removed because they are currently collapsing or about to collapse into the stream or were removed to gain equipment access to site will be utilized to stabilize the bank toe (Figure 6). Stone will be incorporated with the rootwads to create footers and utilized as ballast to secure the rootwad composite structure. This stabilization method increases habitat complexity, such as the small spaces found within the rootwad composites, which provide cover for small fish, as well as reptiles and small mammals found in the riparian habitat while utilizing materials generated on-site. The floodplain bench and remaining bank slope will be seeded with native vegetation and covered with erosion control material.

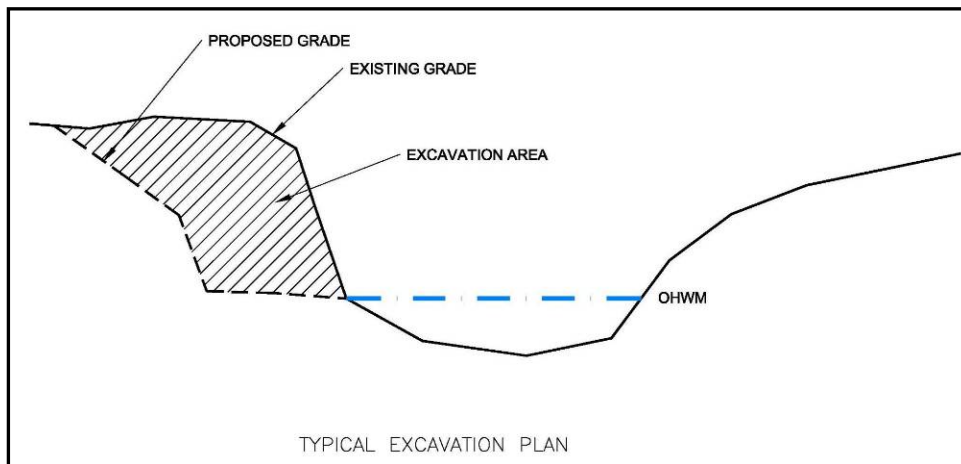


Figure 5. Typical floodplain creation detail.

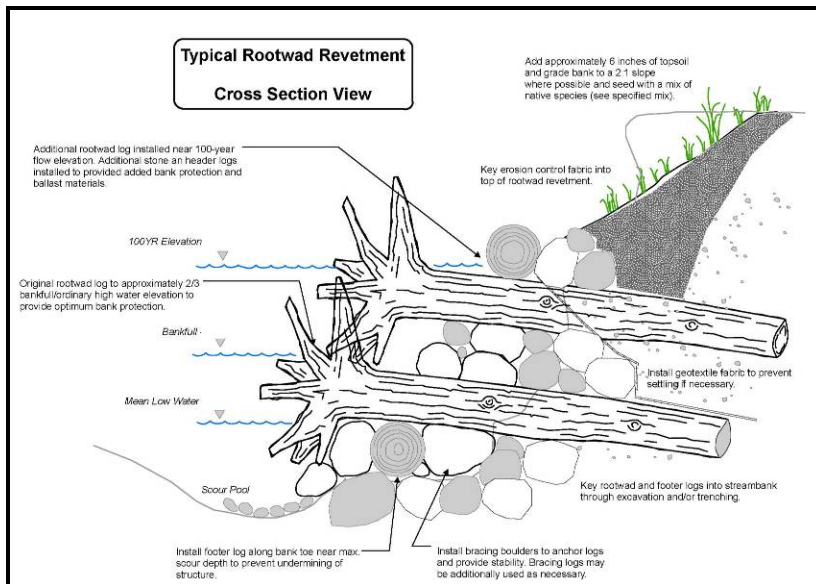


Figure 6. Typical rootwad composite detail.

Design Alternatives Treatment Area A

A second cross-vane may be required to better dissipate stream energy at the outlet in the beginning of this section based upon surveyed site characteristics.

Treatment Area B and C

Alternatives for Treatment Areas B and C utilize similar concepts that vary on the amount of bank grading and stone usage. Instead of utilizing stream barbs and rootwad composite structure, the eroding right downstream bank could be stabilized using the stone toe soil-encapsulated lift techniques outlined in Treatment Area A. The banks could also be stabilized utilizing a stone toe, re-grading the bank, and seeding with native vegetation. A third option would be the use of a vegetated rip rap, which is essentially establishing a larger stone toe and covering a significant portion of it with fill material to establish vegetation (Figure 7). As highlighted in the Cost Proposal portion of this document, the unit cost of applying vegetated rip rap, stone toe and re-grading, or narrow floodplain creation is relative the same and is treated as such for cost purposes. The amount of re-grading that would be required would be dependent on bank height and the existing bank angle. One of the limiting factors to a vegetative solution is the amount of sunlight along the streambanks. The implementation of each technique would likely result in the removal of enough trees to provide sunlight to establish vegetation.

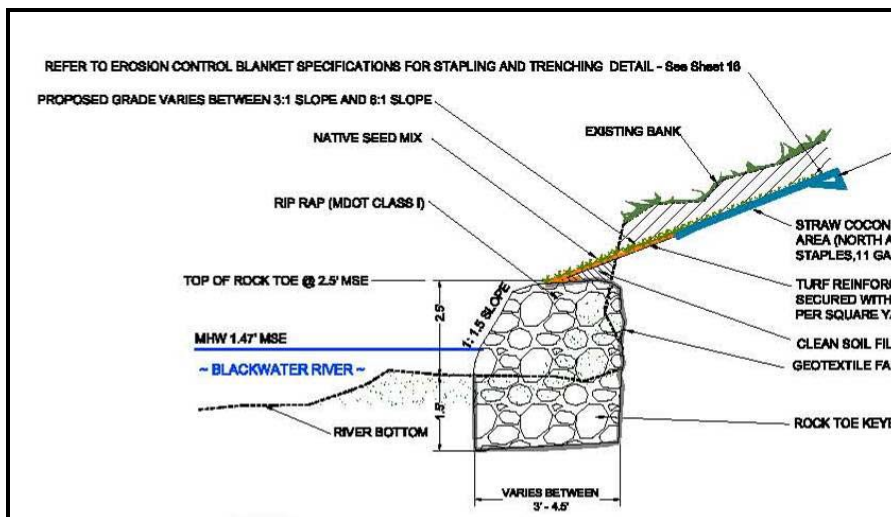


Figure 7. Typical vegetated rip rap detail.

Project Area 2

Project Area 2 is approximately 500 feet long and is located within private property as well as an unimproved public right of way.

Treatment Area D

Treatment Area D is the portion of the stream from the outlet of the stormwater pipe to immediately downstream of the first bend (Figure 8 (attached at the end of the proposal)). Downstream of outlet of the stormwater pipe, we are proposing a cross vane to re-direct stream energy toward the center of the stream channel to help alleviate bank erosion and dissipate energy (Figure 2). As detailed in Treatment Area A, the cross vane will direct flow coming from the pipe into the center of the channel and away from the banks. Cross vanes also improve stream habitat complexity by creating deep pools, as well as by creating a diversity of velocity gradients important for a mix of riparian species that may be present. A short section (~ 75 feet on the right downstream bank immediately downstream of the outlet) will be stabilized using the vegetated rip rap technique outlined in the Design Alternatives section for Project

Area 1-Treatment Area B and C (Figure 7 and 8). A series of stream barbs will be installed to re-direct stream flow into the center of the channel as the stream makes the first bend (Figure 4 and 8).

Treatment Area E

Treatment Area E is the section of Project Area 2 downstream of the first bend to upstream of the second channel bend (Figure 8). Eroding banks in this section have caused the stream to become over widened losing its ability to adequately move sediment at base flows, as well as losing biological function. Our goal will be to make the channel in this section more efficient at moving water and sediment during low flow periods as well as protecting the banks during flood flows. To accomplish this, we are proposing to create a multi-stage channel by cutting from the inside banks (right downstream bank) and then depositing spoils on the outside banks (left downstream bank) at elevations that help establish a functioning stream capable of effectively carrying water and sediment at low flows at one stage while providing access for flood flows at another stage.

To help dissipate energy, a series of stream barbs will be incorporated to this two-stage channel design (Figure 4). These stream barbs will help deflect stream energy away from the houses on the south side of the stream in this project location by transferring stream energy to the center of the channel reducing near bank velocity, shear stress, and stream power along the banks. Upstream and downstream areas directly adjacent to each stream barb will be transferred from areas of erosion to areas of deposition protecting the yards of these houses from further erosion.

The chain link fence that is in extreme danger of falling in the stream would be removed during the construction process and re-set approximately three to four feet away from where it is now at the top of the bank.

Treatment Area F

Treatment Area F is the lower third of Project Area 2 (Figure 8). The right downstream bank will be stabilized by utilizing rootwads from trees removed to gain equipment access or were causing erosion problems for the stream (Figure 6). These rootwads act as large woody debris for the stream system when incorporated into rootwad composite structures to protect the streambank. Large woody debris in the active channel or floodplain can influence the routing of sediment and particulate organic matter through channel networks by creating areas of low shear stress where material can be stored. Large woody debris is also an important component of aquatic habitat retaining particulate organic matter, providing substrate for biomass production by benthic macro-invertebrates, and fostering higher levels of invertebrate species richness and abundance.

Design Alternatives

Treatment Area D

A second cross vane may be required to better dissipate stream energy at the outlet in the beginning of this section based upon surveyed site characteristics. A stone toe soil-encapsulated lift may be substituted for all or part of the proposed stream barb section and as an alternative for the vegetated rip rap portion.

Treatment E and F

Similar to Treatment Areas B and C, alternatives including using one or more combinations of stone toes and re-grading, extending the use of vegetated rip rap, or using stone stream barbs instead of rootwad composite structures. Bank re-grading is limited in Treatment Area E due to the presence of backyard

infrastructure. Alternatives would focus on using more stream barbs and letting sediment accumulated along the banks to stabilize.

Maintenance and Monitoring

We propose to complete one year of maintenance and monitoring for each site. Monitoring will include periodic site visits to assess vegetation stabilization and the performance of the installed structures. Particular attention will be given to monitoring the structures following significant precipitation events. Any issues identified will be documented and brought to the attention of the Village. Maintenance will include overseeding in areas with poor vegetation establishment, herbicide application of invasive species within the seeded areas, and minor maintenance associated with erosion control blanket repair and structure modification. Maintenance does not cover structures damaged by flow events outside of the design parameters of the structures or damage due to vandalism.

Anticipated Permits

- Village of Downers Grove Stormwater Permit- “Fast Track” if applicable
- IDNR-OWR Floodway Permit
- IHPA Authorization

The St. Joseph Creek North Branch Design Build project will be permitted through the Village of Downers Grove Stormwater and Floodplain Ordinance. Permits will be required for all work within the stream, including its floodplain and within wetlands. Standard permit approval typically takes 1-3 months depending on the complexity of the project and the quality of the first submittal. However, a “Fast Track” permitting process was adopted in DuPage County for Stream/Riparian Restoration projects. According to a County representative, this process should be applicable for a Village permit; however this should be verified prior to beginning work. Fast track permits are ideal as the permit conditions and review times are significantly shortened. A pre-application meeting will be conducted to verify that the Fast Track process is applicable and that the project is heading in the right direction.

Permitting Contingency

It is the intent to permit the project under the “Fast Track” process. A preliminary review of the proposed methods with the “Fast Track” permit conditions leads us to believe that it will be eligible. During the design and early coordination phases, we will assess whether the design still qualifies for a “Fast Track” permit. If the proposed design does not qualify for the “Fast Track” criteria, alternative stabilization techniques will be considered as necessary to try and meet “Fast Track” permit conditions. If the project is ultimately deemed ineligible for this process, a standard Downers Grove Stormwater Management will be applied for as the next step in the process.

Our base bid for permitting does not include any intensive hydraulic and hydrologic modeling for permitting purposes. We believe that our techniques will not require it; however, if modeling is required to obtain regulatory approval, it will be addressed through the permitting contingency.

Proposed Means and Methods

General Means and Methods – Design and Permitting and Construction Implementation

Upon receiving the Notice to Proceed, JFNew and our team members will conduct a project kickoff meeting with the Village to review our team and roles, review the proposed conceptual decision, solicit feedback, and identify any issues or concerns. A complete topographic survey of the project areas will be conducted shortly after project kickoff. The topographic survey will establish a station line and

temporary control points for the further surveys. A second survey will be conducted by JFNew stream professionals to pick up specific details that are difficult to acquire during a topographic survey. The two sources of data will be merged, analyzed, and a 50% plan will be developed for review. JFNew will submit the 50% plan set to the Village for review prior to design review meeting. The 50% plan meeting may be an opportunity to bring property owners into the process to gauge their acceptance of the techniques. We would look to the Village for guidance on how they want to handle the issue.

At about the 50% plan design point, JFNew will coordinate a pre-application meeting with the regulatory agencies to determine if the proposed design is “Fast Track” eligible and whether modeling is required. The Village will be invited to attend any agency meetings.

After receiving the Village and regulatory agencies’ comments, a 90% plan will be developed and reviewed via conference call and webinar format. The final plan set will be developed and submitted to the Village for review at a meeting. Upon the final plan set approval, permit applications will be submitted with an intended revision period shortly after submittal. Our goal is to minimize the revision period through proactive pre-application coordination.

In general, JFNew will have one site superintendent that is present on the site at all times. A backup superintendent will be identified prior to construction. One excavating contractor will be utilized to provide excavation and equipment operating services. A specialized subcontractor may be used for specific items such as re-installing the chain link fence in Project Area 2; however that information is not known at this time. Any minor subcontractors will be cleared by the Village prior to beginning their work. Subcontractors will also need to meet JFNew standards for quality of work and insurance coverage. Specific items involving the construction of each project area are detailed below. Following the completion of construction, an as-built survey will be conducted and provide to the Village.

Project Area 1

Site Access

At this point, two access areas are planned (Figure 1). Equipment and materials will utilize the right-of-way from Prairie Avenue. The first access point will be near the upstream portion of Treatment Area A. Equipment will install the cross vane and bank stabilization from essentially the street right-of-way. The second access point will be further downstream where the chain link fence begins. This access point will be used to move equipment and materials up and down the remaining portion of Project Area 1. All equipment access should likely be completed from the right downstream bank.

Stockpiling of Materials

Materials will be stockpiled along the right-of-way for Prairie Avenue.

Implementation

Project Area 1 implementation will begin by preparing the site, which includes removing a small number of trees to gain equipment access and installing any required temporary erosion and sediment control measures. Rootwads will be stockpiled for later use and organic debris such as limbs will be chipped on-site and disposed of in an appropriate manner. The construction sequence will likely work in a downstream fashion completing the bank stabilization and cross vane in Treatment Area A first. Debris such as existing concrete and timber retaining walls will be removed from the site and disposed of in an appropriate manner. The objective will be to balance the cut and fill of earthen material on-site.

Project Area 2

Cost Proposal

Detailed below is the cost proposal to complete 700 feet of stream bank stabilization for Project Areas 1 and 2 as outlined in the technical proposal.

Table 1. JFNew cost proposal for St. Joseph Creek North Branch Streambank Stabilization Design/Build.

			Project Area 1	Project Area 2
Overall				
Design	\$56,971		\$22,789	\$34,182
Permitting¹	\$11,784		\$10,606	\$1,178
Construction	\$162,419		\$58,002	\$104,417
Maintenance and Monitoring	\$5,150		\$2,575	\$2,575
Base Bid	\$236,324		\$93,972	\$142,352
Contingency				
	Design ²	\$11,842	\$10,658	\$1,184
	Permitting ³	\$10,753	\$9,678	\$1,075
	Construction	-----	-----	-----
Contingency Total	\$22,595		\$20,336	\$2,259
Base Bid plus Contingency	\$258,919		\$114,308	\$144,611

¹In general, there is a certain amount of cost associated with initiating the base permitting process. An additional site or additional footage does not necessarily reflect a significant increase in cost nor does a reduction in linear footage reflect a decrease in cost. For the purposes outlined here, 90% of the overall permitting cost is associated with Project Area 1; however, that would also be reflective of the cost if only Project Area 2 is completed.

²Similar to base permitting costs, additional contingency design work can require a certain amount of “start up cost” with additional items being relatively cost effective. For the purposes outlined here, 90% of the overall contingency design cost is associated with Project Area 1; however, this cost would be similar if only Project Area 2 is completed. Items that would require additional design costs would be assessing and designing stabilization methods that emphasize a more structural component and not utilize bioengineering or “soft engineering” stabilization principles.

³Similar to base permitting costs, additional contingency permitting work can require a certain amount of “start up cost” with additional items being relatively cost effective. For the purposes outlined here, 90% of the overall contingency design cost is associated with Project Area 1; however, this cost would be similar if only Project Area 2 is completed. Contingency permitting items include, but are not limited to doing intensive hydrologic and hydraulic modeling and a permit application beyond the “Fast Track” process.

Unit Prices for Lump Sum Bid Items and Design Alternatives

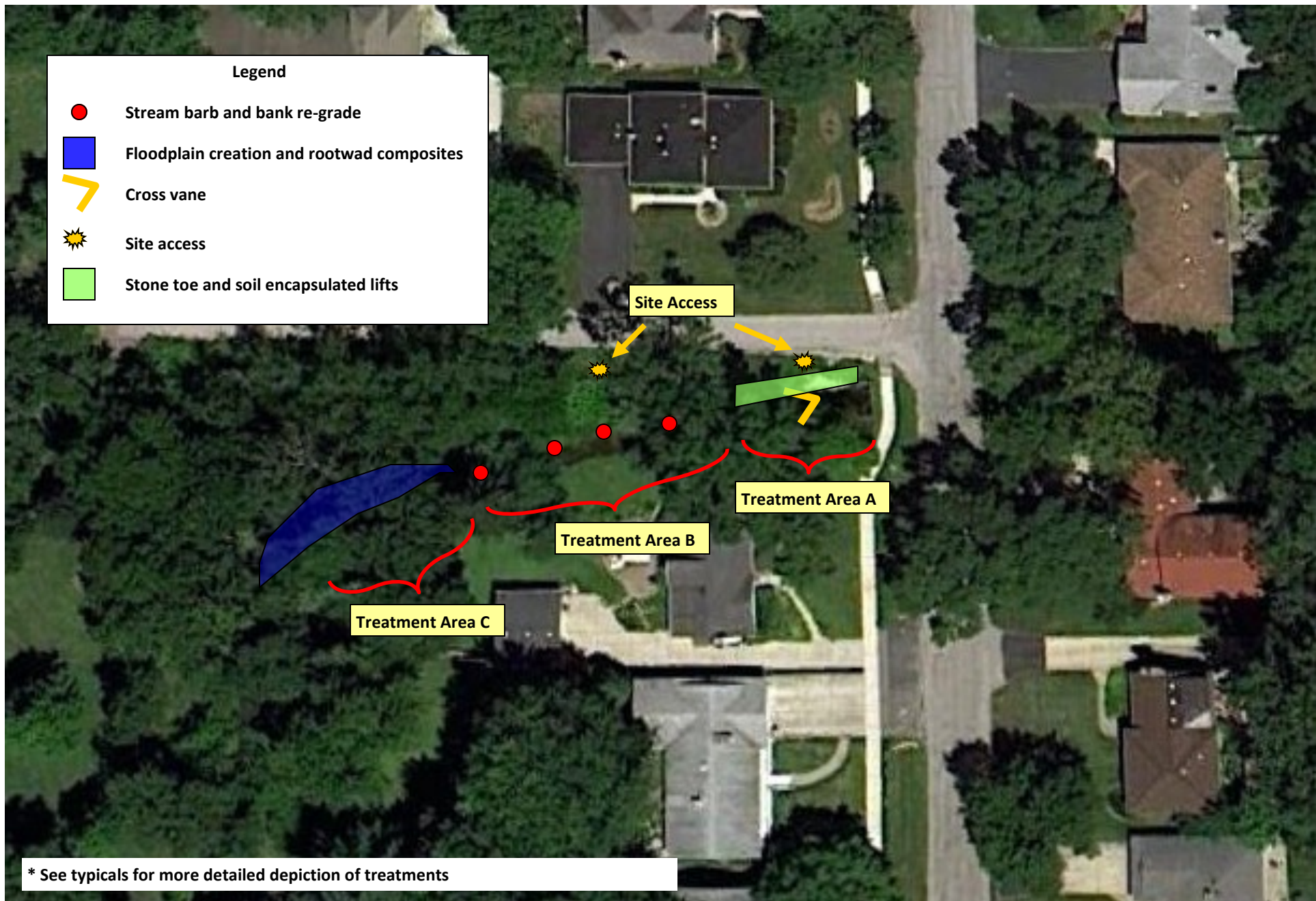
Cross Vane - \$900/Each

Stone Toe Soil-Encapsulated Lift - \$35/Linear Foot

Stream Barb - \$375/Each

Stone Toe Protection (includes techniques: floodplain creation, vegetated rip rap, stone toe with bank re-grade) - \$25/Linear Foot

Rootwad Composites - \$400/Linear Foot



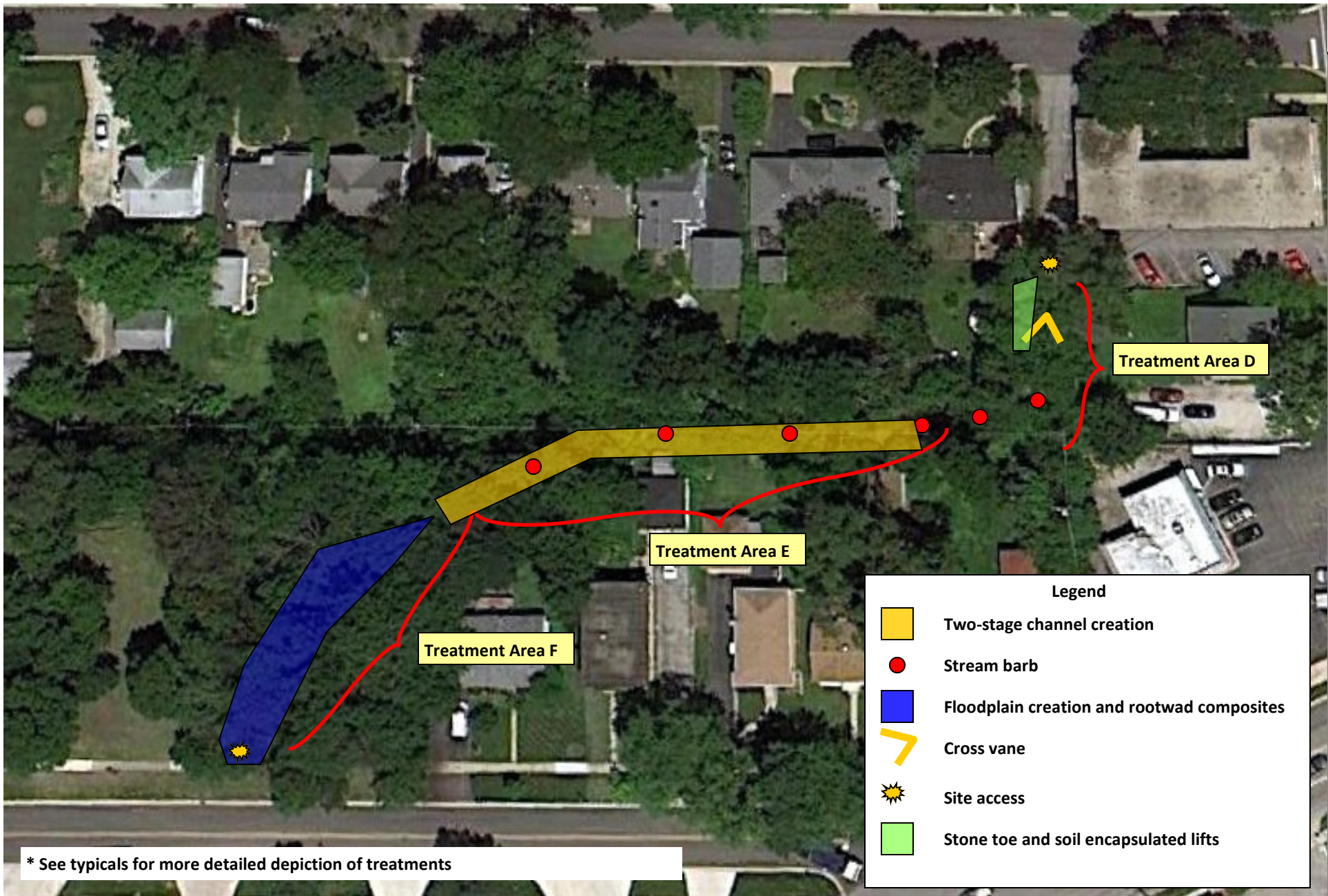
* See typicals for more detailed depiction of treatments

**Figure 1: Conceptual Design for Project Area 1
 St. Joseph Creek North Branch Design/Build
 Village of Downers Grove
 DuPage County, IL**

JFN No. 1006092.01



JFNew
 6605 Steger Road, Unit A, Monee, IL 60449
 Phone 708-534-3450 / Fax 708-534-3480
 www.jfnew.com



* See typical for more detailed depiction of treatments

Figure 8: Conceptual Design for Project Area 2
St. Joseph Creek North Branch
Village of Downers Grove
DuPage County, IL

JFN No. 1006092.01



6605 Steger Road, Unit A, Monee, IL 60449
 Phone 708-534-3450 / Fax 708-534-3480
www.jfnew.com



General Insurance Services, Inc.

4208 Calumet Ave., Suite 100, PO Box 1818, Valparaiso, IN 46384-1818 • Phone 219/464-3511 • Fax 219/531-9446

January 27,2010

Village of Downers Gove

To Whom It May Concern:

The Ohio Farmers' Insurance Company, a wholly owned subsidiary of Westfield Insurance Company, is licensed to transact business in Ohio and is listed on the Federal Treasury List of Approved Sureties. Ohio Farmers Insurance Company has an A.M. Best Rating of "A" (Excellent) with a Financial Size Category of "XII".

Ohio Farmers Insurance Company is the surety for JFNew. We have approved bonds in the \$1,000,000 range with backlogs exceeding \$2,000,000. JFNew is currently in good standing with Ohio Farmers Insurance Company. They are a valued client and our experience with this contractor has been most satisfactory.

We are aware that JFNew has successfully completed projects similar in size and scope to the above referenced project size. With that in mind, we would favorably consider a request from JFNew to provide bid, performance and payment bonds for the above referenced project. **Our approval of such a request would be conditioned upon applicable underwriting considerations including acceptable contract terms and bond forms, confirmation of satisfactory financing, and a favorable review of current underwriting information at the time of the bond request.**

This letter is not an assumption of liability. We have issued this letter only as a bonding reference by our client.

We are proud to recommend this fine organization to you. Should you require additional information regarding JFNew's bond program, please feel free to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Kay Gauthier".

Kay Gauthier

Attorney-in-Fact, Ohio Farmers Insurance Company

Other Office Locations:

MICHIGAN CITY • LAPORTE

PROJECT	CONTRACT AMOUNT	BACKLOG (Remaining Work To Be Completed)
000424.06 Village of Frankfort: Prairie Park	\$8,500.00	\$4,280.90
061228.03 ILDNR: Hooper Branch Savanna Nat Preserv	\$15,500.00	\$15,500.00
0802068.00 VillageOfMokena:Crystal Creek Praire Par	\$37,980.00	\$32,900.00
0802068.00 VillageOfMokena:Crystal Creek Praire Par	\$7,410.00	\$7,410.00
0805073.02 CenturyTraceHOA: Century Trace/Auburn La	\$21,200.00	\$6,900.00
0806121.00 IL DNR: Kankakee Sands Opp Area	\$92,700.00	\$51,135.00
0807154.01 Wheaton Park District: Ponds	\$14,807.00	\$5,760.00
0808041.01 FPDCC - South Region 2010	\$225,000.00	\$99,600.00
081001M.01 Village of Tinley Park: 80th Ave Station	\$5,785.00	\$600.00
0810214.00 Frankfort Park Dist: Lakeview Estates Su	\$3,200.00	\$1,300.00
0811148.00 Brookside HOA: Detention Basin	\$18,287.00	\$9,285.00
0811167.00 Village of Orland Park: Prescribed Burns	\$18,106.00	\$10,303.00
0811185.00 ILDNR: Sunbury RR Prairie Nature Preserv	\$4,000.00	\$2,000.00
0902032.01 Cook County FPD - Burns South Location	\$400,000.00	\$365,000.00
0903004.00 LakeWildWoodAssociation: Lake Wildwood	\$48,000.00	\$48,000.00
0903093.00 MWRD: Cook County: Calumet/Lemont	\$444,000.00	\$433,000.00
0904013.00 Dorman: +/- 70 Acre Residence	\$2,810.00	\$1,738.00
0904033.00 CityofNaperville: Winding Creek Park	\$13,380.00	\$8,980.00
0905009.00 Peter Beck : 1N351 Papworth St	\$7,164.00	\$7,164.00
0905013.00 VillageOfFrankfortIL: Village Hall Pond	\$7,220.00	\$2,662.50
0905064.00 O'Neil Brothers: Boneyard Creek IL	\$99,360.00	\$99,360.00
0905146.00 Highland Park: Skokie River Woods - IL	\$353,135.00	\$185,296.00
0906059.00 Tyson Engineering: 67 Acres East of I57	\$12,250.00	\$5,447.00
0907021.A0 MeadowsDenPreserve: Foxborough Estates	\$18,605.00	\$6,450.00
0907041.00 ProptySpecialists: Townes of Cedar Ridge	\$6,300.00	\$2,100.00
0907046.00 FDP-Kane County: Fitchie Creek	\$93,450.00	\$25,041.00
0908117.00 FSPD: Lighthouse Pointe Subdivision	\$46,062.00	\$19,213.00
0909005.00 SET Environment: Lake Riverdale Illinois	\$9,619.00	\$1,493.50
0910079.A1 Akuo Energy: Sugar Creek - Work Order 1	\$283,355.00	\$81,200.00
0912061.00 Meece Gingerich Ger: USAA Industrial Par	\$17,400.00	\$4,627.00
0912078.00 Village of Libertyville IL: Butler Lake	\$7,800.00	\$2,600.00
0912080.00 Exelon: South East Chicago IL	\$8,800.00	\$6,871.54
100102M.00 INToll-RoadsContractors: I-90	\$43,700.00	\$17,100.00
100102M.01 ITRC: Ivanhoe Nature Preserve/Prairie	\$42,400.00	\$39,000.00
1004138.00 WmRandolph: Walmart #1898 St. Charles	\$11,500.00	\$11,500.00
1005034.00 IberdrolaRenew: Otter Creek Wind Farm	\$46,700.00	\$1,610.00
070612.01 Graefen Development: Fey & Graefen Ind	\$12,500.00	\$10,600.00
060903X.06 Villas of Heritage: Phase 1	\$26,700.00	\$7,387.00
070358.02 Deerbrook HOA: 2010 Deerbrook Estates	\$30,400.00	\$25,900.00
070612.05 Fey & Graefen: Fey & Graefen Ind	\$2,167.60	\$0.00
070612.05 Fey & Graefen: Fey & Graefen Ind	\$2,167.60	\$2,167.60
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070612.05 Fey & Graefen: Fey & Graefen Ind	\$2,167.60	\$2,167.60
070635.V Cook County Forest: Restoration Mana	\$96,570.00	\$3,048.19
0802086.00 Sebert: Waubensee Community College	\$30,800.00	\$11,280.00
0805116.00 Grussing Construction: East Perkins Rd	\$72,768.00	\$28,523.00
1003082.00 Barakat: Orland park Lots 127-128	\$3,500.00	\$1,507.00
010518.M2 Centex Homes - Elgi: Wetland Mitigati	\$7,200.00	\$3,600.00
040765.M2 Hartz Construction: Wetland Vegetati	\$4,430.00	\$2,126.00
TOTAL	\$2,791,191.00	\$1,725,069.03

2010-2014 Capital Project Sheet

Project # **DR-011**

Project Description

Streambank Stabilization, St. Joseph, North Branch

Project summary, justification and alignment to Strategic Plan

This project involves bank stabilization of approximately 2,200 centerline feet of the North Branch of St. Joseph Creek (4,400 linear feet of stream bank) between Cumnor Road and Stanley Avenue (extended). Both public and private property are included within the limits of this project. Erosion in some areas of the project is threatening the loss of street and railroad right-of-way. The shear drop and unstable bank also cause concern over safety of pedestrians and automobiles. Immediate retaining wall repairs are necessary @ Florence.

Cost Summary	New Maintenance Replacement			FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Years	TOTAL
Professional Services										-
Land Acquisition	X								50,000	50,000
Infrastructure		X		45,000						45,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous		X							850,000	850,000
TOTAL COST				45,000	-		-	-	900,000	945,000
Funding Source(s)										
243-Stormwater Fund	▼			45,000					900,000	945,000
	▼									-
	▼									-
	▼									-
TOTAL FUNDING SOURCES				45,000		-	-	-	900,000	945,000

Project status and completed work

No work has started. 2010 work will focus on headwall repair and bank stabilization near Prairie and Florence.

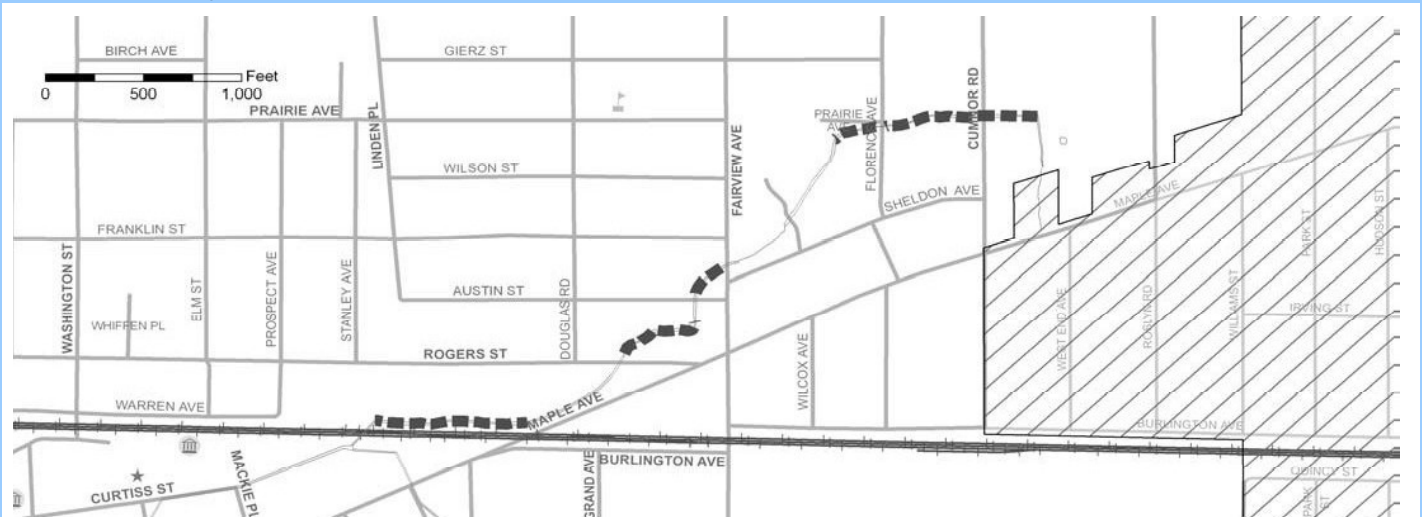
Grants (funded or applied for) related to the project.

None.

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

The labor cost savings of no longer setting up and replacing barricades and fencing will be realized immediately.

Map/Pictures of Project



Internal staff information:

Priority Score	Medium	Priority Setting Factor:	Maintenance	Project Manager:	Michael. D. Millette	
Priority Status:	Medium	F-71	Program:	347	Department:	Public Works