

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

SUBJECT:	TYPE:	SUBMITTED BY:
Watershed Improvements-2 nd and Cumnor (Project SW-035)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for Construction Management Advisor services for the watershed improvement project at 2nd and Cumnor to V3 Construction Group, Inc. of Woodridge, Illinois in the amount of \$96,550.

STRATEGIC PLAN ALIGNMENT

The goals 2011 to 2018 include *Steward of Financial and Environmental Sustainability* and *Top Quality Infrastructure*.

FISCAL IMPACT

The FY 2011 Budget includes \$100,000 in the Stormwater Fund for construction management services associated with this project.

RECOMMENDATION

Approval on the March 8, 2011 consent agenda.

BACKGROUND

The area located at 2nd St and Cumnor Rd was identified as a high priority area by the Village's Watershed Infrastructure Improvement Plan. The area does not have an overland flow path to St. Joseph Creek and the surrounding homes experience structural flooding and the intersection is frequently closed to traffic during high intensity storm events.

Through a voluntary buyout program, five homes are being purchased by the Village and demolished. A portion of Cumnor Road will be eliminated between 2nd Street and 3rd Street for the construction of a detention basin. The basin will have a shallow wetland bottom with native vegetation as well as a pedestrian path that will connect Cumnor Road to 2nd Street. The storm sewer on 2nd Street will be replaced from Cumnor Road to Florence Avenue in order to maximize storage volume. Minor roadway reconstruction will also be completed to maintain access to an existing residence south of the improvements. Construction is scheduled to begin late spring of 2011.

Construction Management Advisor (CMA) is a project delivery method that will take the place of the Resident Engineering service which the Village has typically used. The benefit to the Construction Management Advisor method is that the CMA provides both project management and sub-contractor management services, but does not charge a mark-up to make a profit on top of sub-contractor services. The project budget includes \$100,000 for Resident Engineering; therefore, this transition to a CMA method will provide the benefit of CMA with no additional cost. CMA services include:

- Constructability and value engineering review of Village designed plans
- Bidding and contract assistance

- Full-time on-site coordination and supervision of construction activities
- Ecological/planting design and oversight
- Project closeout.

Additionally, by reducing Village staff time needed for project management, it will increase staff's capacity to complete other projects included in the budget this year.

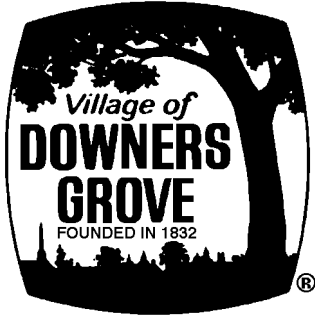
The Village posted a request for proposal for Construction Management Advisor services in February, 2011 and received ten proposals. Staff recommends award of this contract for professional services to V3 Construction Group, Inc. based on their approach and understanding of the project, their capability to perform the work, and their experience with similar projects.

V3 Construction Group successfully performed work for the Village in the recent past as the Design/Build contractor on the Maple & Carpenter Storm Sewer Replacement & St. Joseph Creek Dredging Project. A Contractor Evaluation Form is attached.

ATTACHMENTS

Contract Form, Campaign Disclosure Form, Capital Project Sheet SW-035

Contractor Evaluation Form - V3 Construction Group: Maple & Carpenter Storm Sewer Project



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: V3 Construction Group - V3 Companies

Project Name: 2nd and Cumnor – Construction Management Advisor
Proposal No.: SW-035
Proposal Due: Monday February 21, 2011 @ 10:00A.M. – Public Works
Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: February 8, 2011
Date Issued: February 8, 2011
This document consists of 30 pages.

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

NATHANIEL HAWK
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE – PUBLIC WORKS
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5467
FAX: 630/434-5495
www.downers.us

Village of Downers Grove

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

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. 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 digital format) of the total proposal. Upon formal award of the proposal this RFP document shall become the contract, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct and directly relevant to this project. Total number of pages shall be 20 single sided or 10 double sided, not including those within this document to be submitted. Double-sided printing is encouraged.
- 1.2 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to Monday, February 21st, 2011 @ 10:00 A.M.
- 1.3 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.
- 1.4 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Nathaniel Hawk, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 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.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the

proposer and will not be reimbursed by the Village.

- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, 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.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of 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.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

- 4.1 The Village 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.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

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

6. USE OF VILLAGE'S NAME

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

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of

the Proposer, its employees, or its subcontractors, and the Proposer, 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.

8. NONDISCRIMINATION

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

8.2 It is unlawful to discriminate on the basis of race, color, 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 1264, 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.

9. SEXUAL HARASSMENT POLICY

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

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

10. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and 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.

11. DRUG FREE WORK PLACE

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

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contact or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform 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.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse

assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

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.

13. INSURANCE REQUIREMENTS/INDEMNIFICATION

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this agreement and for which the Proposer may legally liable:
 - 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or

indirectly related to employment of such person by the Proposer, or (2) by another person;

13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.

13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

13.4 In addition to required insurance coverages, the Proposer shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Proposer or any sub-Proposer to the Proposer under the Proposer's agreement with the Village.

14. CAMPAIGN DISCLOSURE

14.1 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.

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

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

14.4 By signing the bid 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.

15. SUBLETTING OF CONTRACT

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

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

16. TERM OF CONTRACT

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

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60510.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 The relationship between the Village and the Proposer is that of a buyer and seller of

professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

- 20.1. Services performed by Proposer under this 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.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements (i.e. Engineer, Proposer): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

- 21.1 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.

22. SUCCESSORS AND ASSIGNS

- 22.1 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.

23. WAIVER OF CONTRACT BREACH

- 23.1 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.

24. AMENDMENT

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

25. NOT TO EXCEED CONTRACT

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

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this 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.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

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. DETAIL SPECIFICATIONS

29.0 REQUEST

29.1 The Village of Downers Grove (Village) is requesting Proposals for professional services from qualified Construction Management firms to provide Construction Manager as Advisor (CMA) Services for a proposed stormwater detention basin project at 2nd Street and Cumnor Road in Downers Grove, IL. The CMA will not be allowed to self-perform trade activities.

30.0 PROJECT DESCRIPTION

30.1 Project Background

The area located at 2nd St. and Cumnor Rd. was identified as a high priority area by the Village’s Watershed Infrastructure Improvement Plan. There is no overland flow path to St. Joseph Creek and the storm sewers in the area appear to be undersized. The surrounding residential homes experience structural flooding and the intersection must be barricaded and closed frequently as a result of these deficiencies.

Through a voluntary buyout program, five homes will be purchased by the Village and demolished. Cumnor Rd. will be permanently closed between 2nd Street and 3rd Street for the construction of a wetland bottom detention basin to provide approximately 5.7 AC-FT of storage. The basin will have a shallow wetland bottom with native vegetation consisting of emergent wetland plants and upland prairie plants as well as a pedestrian path around the west side. Existing utilities will be removed and re-routed around the proposed detention basin including sanitary sewer, water main, electric, gas main, telephone and cable TV. Re-routing of existing storm sewer to the basin will include new installation of approximately 77 L.F. of 18-inch and 78 L.F. of 24-inch storm sewer.

In addition to the detention basin improvements, approximately 915 L.F. of 36-inch storm sewer will be re-laid along the north side of 2nd Street. Minor roadway reconstruction will also be required to maintain acceptable access to an existing residence south of the proposed improvements.

30.2 Project Schedule

The established construction budget for the project is \$1,400,000. The established CMA budget is \$100,000 less a 10% contingency. The following is the Village’s tentative construction schedule.

Task	Tentative Dates
Final Design/Contract Documents	January – April, 2011
Utility Relocation	February – June, 2011
Demolition	June, 2011
Mass Earth/Underground Construction	June – October, 2011
Substantial Completion	October, 2011
Final Plantings and Stabilization	May, 2012
Project Completion	May, 2012

The project schedule is tentative, based on estimated days of construction. It does not take into account construction delays based on unforeseen circumstances such as weather, equipment issues, materials issues, etc. Substantial completion of the project is estimated to be winter of 2011. Final restoration, wetland plantings and wetland establishment is estimated to be spring of 2012.

The Proposer shall include a preliminary proposed milestone schedule, or a statement of

concurrence with the Village's proposed tentative schedule, with the RFP submittal. The proposed construction schedule must take into account that the existing storm sewer system and sanitary sewer system must function at all times throughout construction. The storm sewer improvements must be closely coordinated with the construction of the detention basin.

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

2nd and Cumnor Stormwater Improvements, St. Joseph South Watershed J, Project: SW-035-11, Concept Plan dated 01/31/11 prepared by The Village of Downers Grove.

31.0 SCOPE

31.1 General Roles and Responsibilities

31.1.1 Village (OWNER):

The Village's sole role is to act as OWNER of the project and to ensure that its interests and rights are being protected through the assistance of the selected CMA to act as OWNER'S representative.

The Village shall prepare, or procure from outside consultants, all design documents.

The Village shall designate an on-staff representative authorized to act on the Village's behalf as a liaison between the Village and the CMA. The Village shall conduct required inspections of the work from time to time. The Village shall retain sole authority to accept or reject the completed project based on recommendations from the CMA.

The Village shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, since these are the CONTRACTOR(S)'S responsibility under the contract for construction. The Village shall not be responsible for the CONTRACTOR(S)'S schedules or failure to carry out the work in accordance with the contract documents.

The Village shall not have control over or charge of acts or omissions of the CONTRACTOR(S), their sub-contractors, or any of the general or sub-contractor's agents or employees, or of any other persons performing services for the Village or portions of the work.

The Village shall not be responsible for the performance by the CMA of the services required by the CMA's agreement with the Village.

31.1.2 Construction Management Advisor (CMA):

The selected CMA shall act as the primary agent of the Village, acting as CMA with respect to the project, and shall ensure inspection of all activities, from the

OWNER'S standpoint, required to properly execute the scope of work contained herein and in the contract documents. The CMA oversees and inspects project activities to ensure that the responsibility by the appropriate parties is executed in a manner that serves and protects the Village's overall and best interest. Acting as an extension of the Village's staff, the CMA monitors and coordinates efforts of the Village on behalf of the Village, the Geotechnical Engineer, and the CONTRACTOR(S) in order to enable the Village to achieve maximum value for the funds expended. Initially, the CMA will assist in obtaining, reviewing, organizing, and executing the Contract Documents for the project. The CMA, then, monitors the flow of all documents and materials for proper sequence of approvals so as not to delay the progress of the work. The CMA will also be required to assist the Village in scheduling and coordinating the professional services of the Geotechnical Engineer and/or testing laboratories required for the project. However, the CMA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, since these are the CONTRACTOR(S)'S sole responsibility under the contract for construction. The CMA shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site.

31.1.3 Contract Documents (CD's):

The Contract Documents (CD's) shall be defined as the complete body of documents currently governing execution and completion of the contract between the Village and the CONTRACTOR(S), including but not limited to all drawings issued for construction, project manual(s), bidding & contract and general requirements and technical specifications including bidding requirements, sample forms, construction contract scope, general conditions and technical specifications, the accepted and executed request for proposal, bids, unit quantities/unit prices/schedule of values, accepted submittals/materials, manufacturer's recommendations, maintenance logs and other similar operations and maintenance information, bonding/insurance commitments, currently accepted construction contract schedule as well as all current Village approved and agreed upon modifications to the contract that govern the CONTRACTOR(S) execution of the project.

31.1.4 Contractor(s) (CONTRACTOR(S)):

CONTRACTOR(S) shall be defined as the entity or entities identified in the construction contract with the Village or its authorized representative to be solely responsible for and to act as facilitator of the complete and satisfactory construction of the project.

The selected CONTRACTOR(S) shall be solely responsible for developing, procuring, coordinating, and executing all of his own activities including schedules, quality assurance, quality control, safety, licensing, labor, trades, materials, equipment, suppliers, vendors, shipping, and transportation, in addition

to those of his sub-contractors, to fully and successfully execute the project within currently approved time and budget constraints and per the contract documents.

The CONTRACTOR(S) shall have sole control over or charge of and shall be responsible for construction means, methods, techniques, sequences or procedures and for safety precautions and programs in connection with the work.

The CONTRACTOR(S) shall be solely responsible for the CONTRACTOR(S) schedule and/or failure to carry out the work in accordance with the contract documents.

31.2 Scope of Service

The CMA will act as the primary agent and representative of the Village in order to help ensure that the project is completed according to the contract documents within the currently approved project budget and schedule.

The CMA shall establish and implement procedures for, and maintain coordination of activities and communication on behalf of the Village and between the Village, Geotechnical Engineer, testing firm(s) and the CONTRACTOR(S).

The CMA scope of work will begin at approximately 75% completion of the final design/contract documents.

The CMA will be responsible for four primary phases including:

31.2.1 Planning and Design Phase

- Review OWNER'S needs, goals, and requirements.
- Identify potential construction phasing strategies and schedules based on specific project requirements and variables.
- Based on the approved phasing strategy, prepare and maintain a construction schedule for the project. Identify planning milestones and major events as required.
- Assist in defining the costs and major cost variables.
- Assist the design team in the selection of materials, building systems, and equipment that meets the function and the budgetary requirements of the project.
- Assist in selection of specialty consultants.
- Prepare detailed, measured quantity, cost estimates from both the 75% completed design documents, and the 100% completed construction documents with all design disciplines represented, including a trade-by-trade break down with contingencies of all items that are not detailed, but required for the work.
- Review in-progress construction documents to assure that the budget and scope are in line with the previous estimates.
- Recommend release of long lead or schedule critical trade or scope packages.

- Assist in value engineering and system analysis. Suggest alternative methods and materials for use on the project. Analyze proposed materials and building systems with respect to quality, availability, and price.
- Perform constructability review and deliver comments to the Village suggesting alternative options.
- Provide cost comparisons of alternative construction systems and materials during the design development and construction document phase.
- Review final documents during preparation to minimize ambiguities, conflicts, overlaps, and omissions between CONTRACTOR(S) and/or trade packages.

31.2.2 Bidding / Contract Award

- Prepare the general requirement specifications for the project, utilizing Village boiler plate documents.
- Assist the OWNER in prequalifying all contractors interested in bidding the project.
- Prepare bid packages identifying the specific scope of work for each trade or contract, utilizing Village boiler plate documents.
- Prepare detailed pre-bid schedule criteria identifying long lead material items and critical path construction activities.
- Prepare bid forms and documents for solicitation of competitive public bids.
- Assist the OWNER in distribution of bid documents to all interested contractors and conduct a pre-bid conference to review all the bid documents and to allow the bidders an opportunity to visit the site and familiarize themselves with the existing conditions.
- Assist the Village and the consultants in resolving questions or interpretations during the bid process.
- Prepare bid document addenda to clarify the bid documents or respond to bidders' questions.
- Conduct formal public bid opening with an OWNER'S representative.
- Conduct scope reviews and make recommendations for contract award.
- Prior to the Village's issuance of a Notice to Proceed for the work, the CMA shall verify the drawings and specifications and include all modifications to the documents that were included in any addenda issued to bidders. The Village will print copies as necessary for use by the CONTRACTOR(S) and the Village.
- Review the availability of labor and the capabilities of the CONTRACTOR(S) to perform the work as defined in the contract documents.

31.2.3 Construction Phase

- Provide office and jobsite administration of the contract process.
- Provide full time, on-site coordination and supervision of all CONTRACTOR(S) and construction activities whenever work is being performed. The CMA's representative shall be a competent English-speaking representative capable of reading and thoroughly understanding the Contract

Village of Downers Grove

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. The CMA shall not replace him without prior written notification to the Village.

- Review work as completed to assure compliance with contract documents.
- Coordinate all general layout services, temporary facilities, utilities, and other general condition items as required or specified for the project.
- Coordinate the submittal review process, which will include reviewing and commenting on all applicable contract submittals, and maintaining a submittal log.
- Manage and coordinate the flow of project information, using forms and procedures as agreed to with the Village.
- Investigate and respond to CONTRACTOR(S)'S requests for information (RFIs).
- The CMA shall assist the Village in the review of all change order requests, assist in all negotiations with the contractor(s), and shall make recommendations as to acceptance or denial, and the ramifications thereof.
- Schedule geotechnical and material testing services with the Village's material testing consultant for tracking and obtaining all necessary certifications of materials used in the work.
- Hold and chair weekly coordination meetings with the trade contractors and weekly progress meetings with the owner. Provide meeting minutes.
- Where appropriate, act as OWNER'S representative with neighbors and other members of the public.
- Maintain a daily log including weather, contractors on-site, number of workers, equipment, work accomplished, problems encountered, etc.
- Maintain on-site one full copy of all contract documents noting any field changes.
- Provide monthly progress reports, including a summary of work performed and addressing any costs or scheduling changes.
- Periodically update construction schedule.
- Recommend corrective action to the owner should the project fall behind schedule. Implement the actions as required to minimize delay.
- Review, consolidate, prepare, and transmit monthly pay requests from the trade contractors and various vendors for review by the owner. The OWNER is to distribute funds to the appropriate CONTRACTOR(S) and vendors. This task includes obtaining required insurance certificates, lien waivers from the CONTRACTOR(S) and the major materials suppliers and subcontractors, and certified payroll from all CONTRACTOR(S) and subcontractor(s). Confirm that all CONTRACTOR(S) and subcontractor(s) are abiding by current prevailing wage requirements.
- Assist in obtaining and scheduling inspections of governmental authorities having jurisdiction over the project.

- Furnish all necessary field survey equipment (i.e. tripod, level, grade rod, 100' tape, etc.) required for inspection of the CONTRACTOR(S)'S work. Furnish own mode of transportation to and from project site. Furnish own communication facilities (i.e. cell phones and/or two-way radios) and any safety equipment as required by the Village. These items will be considered "tools of the trade" and no additional compensation will be allowed.
- Provide, at own expense, an Engineer's field office, if necessary.

31.2.4 Post Construction Phase

- Coordinate and expedite resolution of all construction related issues.
- Issue for review and approval the Substantial Completion Forms, collection of these forms, and submit them to the owner for their record.
- Obtain, review, and transmit closeout documents such as record drawings, guarantees, warranties, and operations and maintenance manuals.
- Assist the OWNER in preparing punch lists and expediting completion of all outstanding or substandard work.
- Obtain on behalf of Village, and turn over to Village's Project Manager, plans, specifications, letters of acceptance, and all documentation pertaining to the Project, **neatly organized** in new, legal size, heavy duty, quality, dustproof Banker's Box(es).

31.3 Deliverables

The CMA shall be required to submit, on a regular basis or from time to time certain statements, reports, evaluations, opinions or other similar submissions as a part of CMA services and responsibilities as delineated herein and as required as a result of subsequent procedures developed in conjunction with the Village covered under the agreement for CMA services with the Village.

All items submitted by the CMA to the Village as part of the services on behalf of the Village shall become the sole property of the Village.

31.4 Digital Photo Documentation

Compact discs of comprehensive project photo documentation submitted in support of observation reports, weekly status meetings, monthly status reports or other shall be provided and annotated appropriately.

31.5 Final Turnover of CMA Documents

In addition to properly and chronologically organized hard copies of all contract administration documentation, the CMA shall provide an electronic/digital version of all deliverables provided to the Village.

In addition to the hard-copy submissions, the CMA shall submit two (2) sets of read only compact disk(s) with all executed and received deliverables compatible with, at a minimum, Microsoft Word, Excel, Microsoft Project 2000, and AutoCAD 2007.

32. PROPOSAL REQUIREMENTS

32.1 One original and two copies of the statement of proposal (one copy to be in the form of a .pdf file on a CD) shall be submitted in 8 ½ x 11 format and be organized as follows:

- Cover Letter (optional)
- Project Understanding/Approach
- Firm Qualifications and Experience (Project Data Sheets)
- Name of On-site Representative
- Key Staff Resumes
- Project Organizational Chart
- Proposed Project Schedule
- “Not to Exceed” Fee Proposal with hourly breakdown

The proposals shall be succinct and directly relevant to this project. Maximum number of pages for consultant generated proposal information shall be 20 single sided (or 10 double sided). Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project should be included. Also, please identify the physical location of the project team members.

32.2 Deadline and Proposal Disposition

Complete, sealed proposals shall be due NOT LATER than **10:00 A.M. on February 21st, 2010**. Proposals shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all received proposals, and not disclose information provided by prospective consultants with any other consultant, nor with the selected Consultant.

32.3 Fee Proposal

The Village of Downers Grove prefers the method of compensation for professional services to be based on hourly-charged personnel rates plus expenses, with a Total “Not To Exceed” cost.

Please submit an estimate of hourly personnel requirements to complete the scope of services outlined in your proposal, a list of current hourly rates and a total “Not To Exceed” cost for providing the proposed services to the Village. This “Not To Exceed” cost shall include deliverables and reimbursable expenses, such as postage, delivery service, printing, etc. The Village shall be invoiced monthly. **Additional compensation above and beyond the “Not to Exceed” cost (i.e. change orders) will not be considered without a significant change in project scope.**

32.4 Consultant Selection

Consultant Selection will be based on the following:

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- Familiarity with Village of Downers Grove policies and preferences

- Capability and experience on comparable projects
- Experience and qualifications of identified on-site representative
- Recognition of items related to project, including identification of design elements, and processes that will ultimately result in a quality, streamlined project
- Overall Not-to-Exceed Total Cost

32.5 Pre-Proposal Field Review

Prior to submitting a Proposal, each prospective Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of this project and to verify any representations made by the Village upon which the Proposer will rely. These investigations shall be limited to public property only.

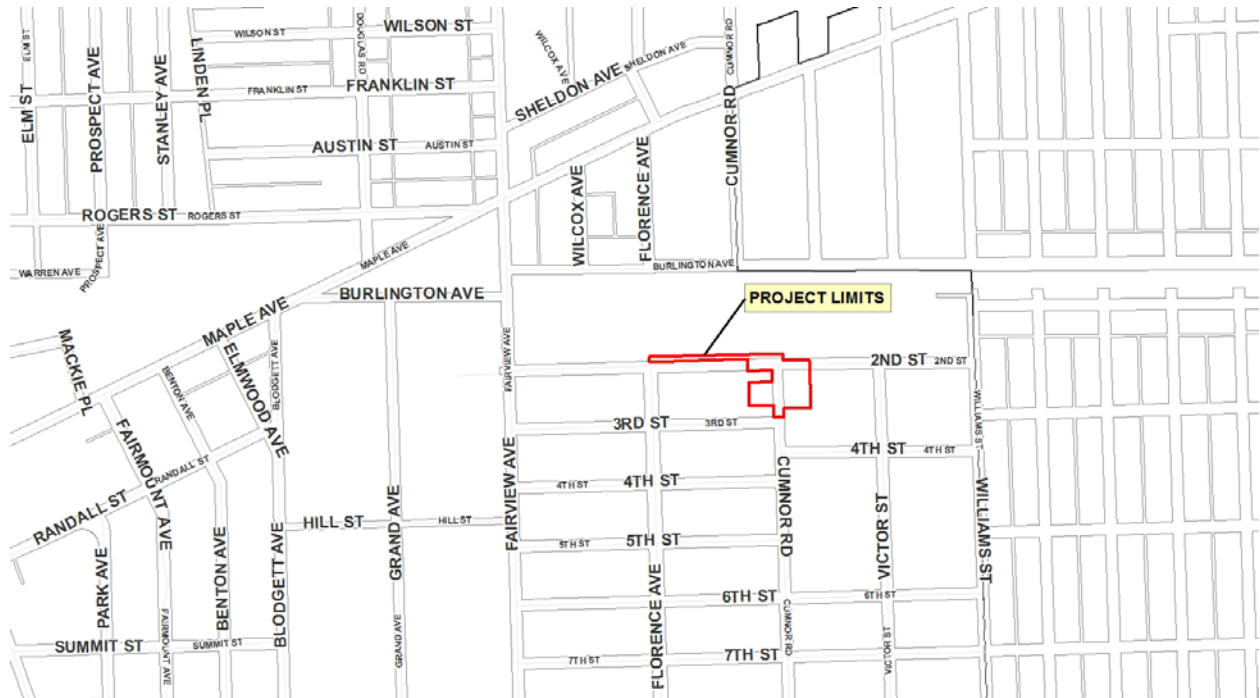
The monetary expenses incurred as a result of conducting these investigations shall be borne by the prospective Proposer and shall not be the responsibility of the Village.

33.0 CONTACTS

All questions concerning the project and/or submittal should be directed to:

Nathaniel Hawk
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5467
Fax 630-434-5495

34.0 LOCATION MAP



IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

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



Project Understanding and Approach

It is our understanding that the 2nd and Cumnor project is essentially a stormwater improvement project that looks to address a high priority area as identified by the Village's Watershed Infrastructure Improvement Plan. Encompassed within this stormwater improvement project is the demolition of five private residential homes and associated roadway, the relocation of existing "wet" and "dry" underground utilities and the excavation and creation of a 5.7 AC-FT wetland bottom detention basin.

This project should both be considered an infrastructure construction project as well as an ecological enhancement project. **V3 specializes in this type of project. This is our core business and we will take a great amount of pride in successfully executing it to bring significant benefit to the Downers Grove community.** To ensure that construction of the improvements is ultimately a successful project, we have proposed a team of experienced, senior infrastructure and ecological construction professionals.

Too much emphasis placed strictly on the infrastructure portion of the work may lead to a naturalized basin that is simply not capable of functioning and thriving as intended. Too much emphasis placed strictly on the ecological portion of the work may not address schedule and economic efficiencies that can be implemented for the infrastructure aspects of the work. We feel that both the infrastructure and ecological aspects of the project need to be highlighted during the final engineering design process as well as be emphasized and correctly monitored during the construction process to yield a successful project. That is why V3 has proposed this team of construction managers/professional engineers, and earthwork and ecological restoration experts.

Through our extensive knowledge of infrastructure trade logistics, productions and pricing as well as our extensive knowledge of ecological restoration and what it takes for emergent wetland and upland prairie plants to thrive, we will be able to help to structure a project that meets all of the desires of the Village:

1. A project that is completed within the construction budget.
2. A project that minimizes inconveniences to the public by being properly planned, scheduled and administered.
3. A project that emphasizes both the infrastructure and ecological aspects in order to produce a successful final product.

V3 understands how significant this project is for the Village of Downers Grove and surrounding community. We are committed to making the project a success and look forward to once again working on behalf of the Village.



Construction Management Projects

MAPLE AVE. & CARPENTER ST. STORM SEWER REPLACEMENT, DOWNERS GROVE, ILLINOIS

CLIENT: VILLAGE OF DOWNERS GROVE

Project Characteristics

- This project focused on roadway storm sewer improvements, including removal and abandonment of the old storm sewer system along a residential street
- The new storm sewer system involved installation of 10 manholes and 17 inlets, cleaning an existing 11-foot-diameter pipe, and asphalt repaving 1600 lineal feet of half of the roadway
- A concrete structure was constructed at the end of the existing 11-foot-diameter pipe to allow the Village future access for cleaning and to regrade the area and eliminate a safety hazard
- Coordination with the local residents and businesses during construction activities was critical as roadway access needed to be provided at all times
- Value engineering resulted in cost savings of approximately \$500,000

V3 Services

- Construction Management
 - DuPage County, IDNR, & Army Corps of Engineers permitting
 - Sediment & Erosion Control Design
 - Floodway/Floodplain Analyses
-

HEGEWISCH MARSH, CHICAGO, ILLINOIS

CLIENT: CITY OF CHICAGO DEPARTMENT OF ENVIRONMENT

Project Characteristics

- The 100-acre Hegewisch Marsh received a U.S. Fish & Wildlife Service grant as part of its National Coastal Wetland Conservation Grant program
- The grant gave new life to one of Chicago's last remaining wetlands, and one that is home to a wide variety of endangered species including the Yellow Headed Blackbird
- V3's construction experts were hired to construct a system that would help keep the marsh from drying out in summer months, which involved grading work to connect wetland pockets to the main marsh and constructing a 20-foot deep wet well to collect water from the adjacent Little Calumet River, which is then pumped into the marsh
- Because conventional power sources weren't available, the pumps in the wet well are powered by 28, 200-watt solar panel system, which V3 designed and constructed based on the City's general requirements
- An in-line water control structure was installed to regulate the water level in the marsh; The pumps can discharge approximately 75,000 gallons of water into the marsh each day
- Construction costs totaled \$383,000

V3 Services

- General Contracting
 - Self-Performed Earthwork
-

MCDOWELL GROVE DAM MODIFICATION, NAPERVILLE, ILLINOIS

CLIENT: DUPAGE COUNTY

Project Characteristics

- Contract Value \$1,427,000
- Project scope centered on diverting 700 linear feet of the DuPage River's West Branch to allow for river reconstruction activities, involving the installation and maintenance of a by-pass pumping system and modifications to the existing dam
- Restoration best management practices included removal of sediment from the river bed, the placement of bank load material, and installation of aquatic habitat features in the construction zone
- The project had an aggressive schedule – starting in August and being completed in November of the same year – to meet grant funding deadlines
- A major challenge arose in the form of a 100-year flood event that put the construction area 9 feet under water, led to subsequent spikes in river flow volumes and caused a three-week delay
- Despite the stress on the project, all work was successfully completed by the final deadline at a final contract value of \$1,427,000

V3 Services

- General Contracting
- Ecological Construction & Restoration
- Self-Performed Earthwork



Maple Ave & Carpenter St



Hegewisch Marsh



McDowell Grove Dam Modification



Construction Management Projects

BREWSTER CREEK BUSINESS PARK, BARTLETT, ILLINOIS

CLIENT: ELMHURST CHICAGO STONE, CO.

Project Characteristics

- This 670-acre redevelopment of former aggregate mine into a light industrial and office building complex included an extensive water management component that consists of a series of lakes covering approximately 48 acres and a 60-acre wetland mitigation area and stormwater management facility
- Design work also included computer modeling of an extensive water distribution system
- V3 performed all site civil and transportation design activities, as well as managed all infrastructure construction within the business park, including monitoring and testing 6.2 million cubic yards of material as part of the mass earthwork
- Other noteworthy construction management activities included oversight of sanitary and storm sewer installation, lift station construction, water main installation and roadway construction

V3 Services

- Construction Management Services
 - Land Planning
 - Site Civil Design
 - Transportation Design Services
-

PRAIRIE STONE, HOFFMAN ESTATES, ILLINOIS

CLIENT: CONOPCO REALTY & DEVELOPMENT

Project Characteristics

- This 778-acre office, business and research/manufacturing park is home to Sears, Roebuck and Co.'s 200-acre campus headquarters
- Designed to incorporate a native prairie environment, careful attention was paid to grading, landscaping and maintaining an 80-acre wetland preserve
- V3 also provided design and construction phase services for the parkway, a 1½ mile, four-lane boulevard through the development, and provided assistance for infrastructure planning and site specific improvements such as the four-lane Columbine Bridge
- V3 also prepared a master plan drawing for the entire property that indicated development parcels with acreage, setbacks, zoning and development constraints, roadways, elevations, utilities, wetlands, and stormwater management requirements
- Plat of Survey and a Tax Identification Exhibit for the entire property, along with many plats of subdivision, vacation, conveyance and easements and topographic surveys for 60% of the property also were provided
- Design and construction management activities covered mass grading 355 acres, more than 3 miles of roadway (including a four-lane railroad bridge), more than 8500 lineal feet of sanitary sewers, and more than 14,000 lineal feet of water main
- Stormwater management plan included nine individual management facilities
- Complex permitting involved coordination with the municipality, Illinois Department of Transportation, Illinois State Toll Highway Authority, Cook County Highway Department, US Army Corps of Engineers, Metropolitan Water Reclamation District, Illinois Environmental Protection Agency and Illinois Department of Natural Resources

V3 Services

- Topographic Mapping
- ALTA/ACSM or Boundary Survey
- Platting Services
- Master Planning & Feasibility Assistance
- Grading Design & Earthwork Analysis
- Parking Lot Design
- Roadway Design
- Storm Sewer & Sanitary Sewer & Water Main Design
- Stormwater Management Design & Permitting Assistance
- Value Engineering
- Construction Engineering & Observation



Brewster Creek



Prairie Stone



Construction Management Projects

CENTRAL DuPAGE HOSPITAL CANCER CARE CAMPUS AT CANTERA, WARRENVILLE, ILLINOIS

CLIENT: CENTRAL DuPAGE HOSPITAL

Project Characteristics

- 48,000-square-foot cancer care center and a 52,000-square-foot proton beam cancer treatment center on a 10-acre site
- This high visibility site is located at the southwest corner of the Reagan Memorial Tollway (I-88) and Mill Street
- Will include 365 parking spaces, 3 separate entrances off Weaver Parkway, and a concourse area in front of the buildings with 3 separate patient drop-off areas
- Sustainable design has been an important component of the campus design, with naturalized planting areas, bioswales, elimination of irrigation in certain areas, and a reduction in surface parking to maximize greenspace
- The campus will feature a central Healing Garden between the 2 buildings, and extensive landscaping throughout
- Project coordination and communication has been critical, especially given that there are separate architects, MEP engineers and landscape architects for each building

V3 Services

- | | |
|--|--|
| • Construction Management | • Assistance |
| • Land Reclamation Strategies | • Hydrologic & Hydraulic Analysis |
| • Permitting Strategy Assistance | • DuPage County Permitting Assistance |
| • Grading Design & Earthwork Analysis | • Natural Area Planting Design & Specification |
| • Storm & Sanitary Sewer & Water Main Design | • Topographic Mapping |
| • Pump Station Design | • ALTA/ACSM or Boundary Survey |
| • Sustainable Site Design Services | • Platting Services |
| • Stormwater Management Design & Permitting | |



CDH Cancer Campus at Cantera

CANTERA CONSTRUCTION, WARRENVILLE, ILLINOIS

CLIENT: WARRENVILLE DEVELOPMENT LIMITED PARTNERSHIP & JONES LANG LASALLE

Project Characteristics

- This 650-acre multi-use development reclaimed an abandoned gravel quarry
- Some of the earthwork variables included managing more than 500,000 cubic yards of non-structural material, placing more than 1 million cubic yards of structural material, reclaiming more than 300,000 cubic yards of saturated silt, disposing 200,000 cubic yards of buried concrete
- Other site conditions included dealing with existing fill depths of more than 40 feet, site preloading, undercutting, lime stabilization, excavating and lining a 20-acre lake with geomembrane, and establishing soil importation program
- Work also included electrofishing to relocate fish into a new pond prior to filling the existing 25-acre lake
- Much of the work performed included reclaiming various lakes on site, a process that generated some of the deepest fills and created a majority of the non-structural material
- Construction highlights included moving more than 2 million cubic yards of earthwork, constructing more than 10 miles of roadway improvements and an Illinois State Toll Highway Authority interchange, planting and maintaining more than 20 acres of wetland, using electroshock technologies to relocate fish into new ponds, and acquiring and demolishing existing residences and on-site structures

V3 Services

- | | |
|--|------------------------------------|
| • Construction Management | • Tollway Interchange Construction |
| • Roadway Improvements | • Demolition |
| • Native Plant & Seed Installation & Maintenance | |



Cantera



Project Team

V3's project team consists of extremely talented professionals including construction managers/ professional engineers, ecologists and estimators who specialize in site infrastructure and ecological restoration construction. All have operated under a variety of delivery systems including Construction Management, General Contracting, Design-Build, and Owners Representation. We understand the scope of work and the requirements to complete a successful infrastructure project.

RESPONSIBILITIES WITHIN THE V3 TEAM

The project team for the 2ND and Cumnor project will be comprised of the following individuals who will have these general responsibilities:

Senior Project Manager

Keith Butkus, P.E.

The Senior Project Manager (PM) will be the primary contact for the Owner for all stages of this project. It is the PM's responsibility to make sure that the project is fully executed and that all the available resources are utilized when appropriate. Responsibilities will include the coordination of all preconstruction activities with V3 estimating department, establishment of project procedures, project schedule, bid solicitation, bid analysis and final contractor recommendations. During construction, the PM will be responsible for the management of all team personnel as well as administration of the project schedule, contracts, budget and pay requests.

Mr. Butkus is a licensed professional engineer and has over 17 years of experience in the construction industry with expertise in the management and execution of site development and infrastructure projects.

On-Site Manager

Keith Jones

The On-Site Manager will be responsible for the day to day jobsite administration of all work, including coordination with the Village of Downers Grove for site logistics relating to the public, and the day to day management of the work and will be the . His role will include quality assurance of the work, expediting construction, and managing the overall site logistics to achieve effective and efficient completion of the work. The site manager will oversee all operations to ensure compliance with all plans, specifications, and procedures.

Mr. Jones has over 12 years of experience in the project/site manager role. He has a significant depth of knowledge in stormwater, watershed and ecological restoration projects. His experience and technical aptitude has proven extremely valuable in coming up with applicable, efficient, and creative solutions to unexpected conflicts.

Senior Estimator

Thomas Foster

The responsibility of the Senior Estimator will be to assist the Senior Project Manager with the preparation of all cost estimates throughout the completion of the final design engineering design, assembly of bid packages and the review of contractor bids.

During construction, the Senior Estimator will be available to review any change order/extra work requests from a trade contractor's perspective, thus helping the management staff to understand whether the costs for requests are reasonable.

Mr. Foster has over 12 years experience in the construction industry with expertise in productions and pricing of the many trade construction aspects of site infrastructure and ecological restoration projects.

V3 Team – Organizational Chart



**VILLAGE OF
DOWNERS GROVE**

PROJECT MANAGER
KEITH BUTKUS, P.E.

COST ESTIMATOR
TOM FOSTER

**ON SITE
REPRESENTATIVE/
ECOLOGIST**
KEITH JONES



KEITH BUTKUS, P.E.

ROLE: PROJECT MANAGER

EDUCATION:

Bachelor of Science
Civil Engineering
University of Illinois –
Champaign

REGISTRATIONS:

Professional Engineer:
Illinois, 062-053670, 2000

SELECTED CONTINUING EDUCATION:

UNIVERSITY OF
WISCONSIN:
Successful Construction
Management Techniques
and Procedures

Risk Management

IDOT:
Documentation

Pavement Construction

Drainage Structure
Construction

AREAS OF SPECIALIZED SKILL:

Parks and Recreation
Construction

Infrastructure Construction

Mass Earthwork

Wellpoint Dewatering

Mr. Butkus has over 17 years of construction management and contracting experience involving private and public site work and infrastructure construction. He has a background in construction sequencing, scheduling and cost estimating as well as personnel and project management. Mr. Butkus is responsible for the construction management and/or general contracting of various infrastructure projects.

PROJECT EXPERIENCE

Euclid Ave./Harvard St. Reconstruction, Elmhurst, Illinois – Construction Management Project Manager for the reconstruction of two City of Elmhurst residential streets associated with the construction of the Elmhurst Memorial Hospital – York Street Campus. Total construction costs valued at approximately \$2.0 million.

Waubensee Community College Intersection Improvements, Sugar Grove, Illinois – General Contracting Project Manager for the reconstruction of the southern entrance into Waubensee Community College at Illinois Route 47 and Waubensee Drive. Work included self performed roadway demolition, roadway grading, storm sewer installation and aggregate base installation as well as the management of P.C.C. Pavement installation and traffic signal installation with a total construction value of \$700,000.

Stonegate West/Indian Trail Road, Aurora, Illinois – Construction Management Project Manger for the site work of a \$9.5 million residential subdivision and roadway extension, of which \$1.2 million was self-performed roadway grading, aggregate placement, and storm sewer installation.

Morton Arboretum, Lisle, Illinois – General Contracting Superintendent for \$3.9 million sitework construction project including 95,000 cubic yards of self-performed earthwork, 4,500 lineal feet of new roadway, various storm sewer, sanitary sewer and water main improvements and the construction of a 500-stall brick-paver parking lot.

Brewster Creek Business Park, Bartlett, Illinois – Construction Management Project Manager for a 380-acre stone quarry reclamation with a projected 10 year infrastructure cost of \$50 million.

South Graue Woods, Elmhurst, Illinois – Resident Engineer for \$2.2 million reconstruction of the existing subdivision. Work included the observation and coordination of the installation of new storm sewer, sanitary point repairs, new water main and new pavement including curb and gutter. This project required many field revisions to work around existing utilities and to preserve the existing trees.

Additional Project Experience and References available upon request.



KEITH JONES

ROLE: ON SITE REPRESENTATIVE/ ECOLOGIST

YEARS OF EXPERIENCE:

With V3: 12

Other: 0

EDUCATION:

Bachelor of Science
Environmental Biology
Eastern Illinois University

CERTIFICATIONS:

Certificate of Training in
Corps Wetland Delineation
Manual, Institute for
Wetland & Environmental
Education & Research, Inc.,
1999

S-130 Firefighter Training
S-190 Introduction to Fire
Behavior
S-290 Intermediate
Wildland Fire Behavior
S-390 Introduction to
Wildland Fire Behavior
Calculations

Kane County Qualified
Wetland Review Specialist

CPR/First Aid,
2005 to present

PROFESSIONAL ASSOCIATIONS:

Illinois Ornithological
Society (IOS)

International Erosion
Control Association (IECA)

Society of Wetland
Scientists (SWS)

Mr. Jones is a Project/Site Manager and Senior Ecologist in V3's Construction Management and Ecological Restoration Group and has 12 years of experience working as an Ecologist. As a Project/Site Manager, he is responsible for managing and monitoring a variety of ecological projects related to creation, mitigation, enhancement, and restoration of varying wetland community types, shorelines, prairies, savannas, and the native urban landscapes. He directs staff in conducting ecological restoration and management practices involving revegetation efforts, invasive species control, and prescribed burning. He conducts floristic and wildlife inventories associated with regulatory and non-regulatory ecological projects to evaluate site performance and progress. Mr. Jones is the Senior Burn Boss and program coordinator for V3 prescribed burning activities.

Mr. Jones plays a vital role in V3's design/build/manage approach to ecological projects. He has extensive field experience working with and managing construction trade contractors during the build phase of projects. His combined technical and practical understanding related to construction and native plant community establishment has given him a comprehensive understanding of project implementation and project design. Mr. Jones is responsible for preparing and reviewing designs for creation, restoration, and native landscaping projects with Best Management Practice (BMP) components, such as bioswales, naturalized detention basin, vegetated swales, and native landscaping.

PROJECT EXPERIENCE

Evergreen Lakes (Ponds 6 & 7) Bank Stabilization, Carol Stream, Illinois – Assist with design and plan implementation of approximately 4,700 linear foot shoreline restoration within two detention basins. The bio-engineering design incorporated the Carol Stream Park District's goals of improving water quality, minimizing erosion, maintaining stormwater management functions of the ponds and educating the public. Implemented all ecological management activities once the initial construction efforts were finished by construction contractor.

Amhurst Lakes Business Park (Pond L), Waukegan, Illinois – Services were provided for the owners association of the corporate park concerned with five of their deteriorating stormwater management facilities located within the 452-acre site. This project involved five phases: First, performed an initial ecological and structural evaluation of the five identified stormwater detention facilities and presented the findings to the owners association with recommendations; Second, created design plans for converting one of the five facilities (Pond L) into a naturalized detention facilities; Third, successfully assisted with the acquisition of 319 Grant funding through the Lake County Stormwater Management Commission to assist with retrofit costs; Fourth, perform all construction and ecological restoration efforts on Pond L; Fifth, conduct annual ecological management activities. The retrofit sequence is currently ongoing to convert the remaining ponds into naturalized detention facilities as well.

Additional Project Experience and References available upon request.



TOM FOSTER

ROLE: ESTIMATOR

EDUCATION:

Northern Illinois University

CONTINUING EDUCATION:

HCSS:

Annual training conference:
2007, 2008, 2009

IDOT:

Bituminous Pavement
Inspection

UNIVERSITY OF
WISCONSIN:

Soils engineering for Non-
Soils Engineers and
Technicians

Effective Construction
Contract and Field
Administration

AREAS OF SPECIALIZED SKILL:

Proficiency in HCSS
Bidding/Estimating Software

Carlson Take-off Software

Earthwork Balance Analysis

Logistics Planning

Alternatives Analysis

Scheduling & Production

Mr. Foster has over 12 years of construction experience on both public and private sector site infrastructure and ecological restoration projects. As the Senior Civil Estimator for V3 Companies, he is responsible for the overall supervision and execution of an average annual bid volume exceeding \$70 million. This responsibility includes management of estimating technicians, document management, interface with design teams to understand the overall design intent, vendor and trade contractor interaction, and defining the overall parameters for submission of performance guaranteed bids.

Mr. Foster is also responsible for the assembly and/or review of project budgets, Engineer's Opinions of Cost (EOPCC) and cash flow analysis's for V3 Company design projects.

Mr. Foster also coordinates the advertisement and solicitation for public bidding on behalf of public entities including specific interaction with DBE/MBE vendors and subcontractors along with preparation of the required documentation.

RESPONSIBILITIES

HCSS Heavy Bid Software – Mr. Foster manages this software which provides V3 the ability to assemble work crews specific to each trade and analyze the production for each scope of work. It maintains historical data for equipment, labor and material costs and can be adjusted to reflect current market conditions.

In-House Estimating Staff – Mr. Foster supervises a staff of estimating professionals. This staff, along with the project team members, will complete a review of each project for scope, logistics, and scheduling. In addition, this staff will complete a take-off of all quantities associated with each scope of work and apply unit rates from historical data and adjust for current market conditions.

Trade Contractor Pricing – When and if appropriate for the specific project, V3 estimators will solicit trade contractor pricing for defined scopes of work. A specific bid package would be issued to the trade firm with direction to provide pricing and any comments for improved efficiency and/or value engineering associated with that work. This pricing will be evaluated against the pricing assembled by the estimating staff and revised as necessary to reflect the most accurate conditions.

Self-Perform Work – V3 is also a trade company that self-performs earthwork, select site demolition and utility installations, naturalized planting and ecologic restoration. Mr. Foster is responsible for maintaining actual field data relating to crew sizes required by task, equipment needed, and the production that can be expected. These trade services allow V3 to provide real-world, practical pricing and assessment of each project.

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2011												2012											
						FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV		
1000	Final Design/Contract Documents	50d	50d	18FEB11	28APR11	Final Design/Contract Documents																							
1010	Dry Utility Relocations	95d	95d	18FEB11	30JUN11	Dry Utility Relocations																							
1020	Bidding/Contractor Award	26d	26d	29APR11	03JUN11	Bidding/Contractor Award																							
1030	Commence Construction	0	0	06JUN11		Commence Construction																							
1040	Demolition	10d	10d	06JUN11	17JUN11	Demolition																							
1050	Wet Utility Relocations	20d	20d	13JUN11	11JUL11	Wet Utility Relocations																							
1060	Excavation	20d	20d	05JUL11	01AUG11	Excavation																							
1070	Restoration	10d	10d	26JUL11	08AUG11	Restoration																							
1080	Substantial Completion 2011	0	0		08AUG11 *	Substantial Completion 2011																							
1090	Commence Construction 2012	0	0	01MAY12 *		Commence Construction 2012																							
1100	Wetland Plantings	10d	10d	01MAY12 *	14MAY12	Wetland Plantings																							
1110	Substantial Completion 2012	0	0		14MAY12	Substantial Completion 2012																							

Start date	18FEB11
Finish date	14MAY12
Data date	18FEB11
Run date	18FEB11
Page number	1A
© Primavera Systems, Inc.	

**V3 Companies
Downers Grove - 2nd & Cumnon Rd.**

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point



*2nd & Cumnor Construction Management Advisor Services
Fee Proposal*

.....

Planning/Design Phase (8 Weeks)			
Team Member	Hours	Rate	Total
Senior Project Manager	50	\$ 165.00	\$ 8,250.00
On-site Manager	20	\$ 130.00	\$ 2,600.00
Senior Estimator	30	\$ 140.00	\$ 4,200.00
Total - Planning & Design:			\$ 15,050.00
Bidding/Contract Award Phase (4 Weeks)			
Team Member	Hours	Rate	Total
Senior Project Manager	40	\$ 165.00	\$ 6,600.00
On-site Manager	20	\$ 130.00	\$ 2,600.00
Senior Estimator	20	\$ 140.00	\$ 2,800.00
Total - Bidding/Contract Award:			\$ 12,000.00
Construction Phase (10 Weeks)			
Team Member	Hours	Rate	Total
Senior Project Manager	50	\$ 165.00	\$ 8,250.00
On-site Manager	400	\$ 130.00	\$ 52,000.00
Senior Estimator	10	\$ 140.00	\$ 1,400.00
Total - Construction:			\$ 61,650.00
Post Construction Phase (4 Weeks)			
Team Member	Hours	Rate	Total
Senior Project Manager	10	\$ 165.00	\$ 1,650.00
On-site Manager	40	\$ 130.00	\$ 5,200.00
Senior Estimator	-	\$ 140.00	\$ -
Total - Post Construction:			\$ 6,850.00
Reimbursable Expense Allowance			\$ 1,000.00
PROJECT TOTAL			\$ 96,550.00

Please see notes on the following page

2nd & Cumnor Construction Management Advisor Services Fee Proposal

Notes:

- 1 Estimated durations are given for each Phase as depicted in our attached critical path schedule.
- 2 Full time on-site management is provided in conjunction with infrastructure and ecological construction activities as depicted in our attached critical path schedule.
- 3 Part time management is provided in conjunction with dry utility relocation.
- 4 The entirety of the work for the above referenced phases will be performed on an hourly basis. The Project Total listed above should be considered a "Not to Exceed" cost that will not change without a significant change in project scope.

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 Bid Is To Be Considered For Award

PROPOSER:

V3 Construction Group, Inc.
Company Name

Date: 02/21/2011

7325 Janes Avenue
Street Address of Company

kbutkus@v3co.com
Email Address

Woodridge, IL 60517
City, State, Zip

Keith Butkus
Contact Name (Print)

630-724-9200
Business Phone

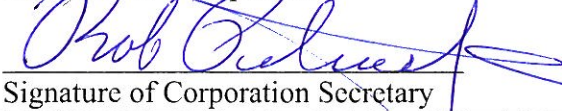
630-675-7335
13-Hour Telephone

630-724-9202
Fax


Signature of Officer, Partner or
Sole Proprietor

Mike Famiglietti
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: V3 Construction Group, Inc.

ADDRESS: 7325 Janes Avenue

CITY: Woodridge

STATE: Illinois

ZIP: 60517

PHONE: 630-724-9200 FAX: 630-724-9202

TAX ID #(TIN): 36-4152156

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: 

DATE: 02/21/2011

PROPOSER'S CERTIFICATION

2nd & Cumnor - CMA

With regard to Management Advisor, proposer V3 Construction Group 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 it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

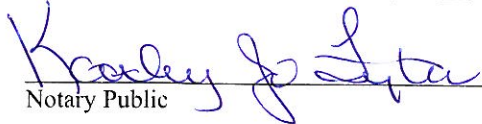
BY: 
Proposer's Authorized Agent

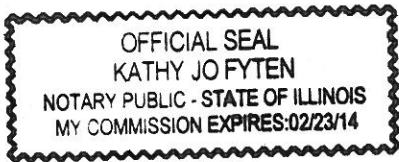
3	6	-	4	1	5	2	1	5	6
---	---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 18 day of February 2011


Notary Public



Village of Downers Grove

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

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

President: Michael Famiglietti

Secretary: Robin L. Petroelje

Treasurer: Robin L. Petroelje

and it does have a corporate seal. (In the event that this bid 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:

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 Charter Oak Fire, Hudson, One Beacon America

Village of Downers Grove

Agent Willis of Illinois Inc. Rachel Buelow

Street Address 233 South Wacker, Suite 200

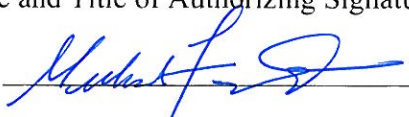
City, State, Zip Code Chicago, IL 60606

Telephone Number 312-288-7154

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

Print Name of Company: V3 Construction Group

Print Name and Title of Authorizing Signature: Michael Famiglietti

Signature: 

Date: 02/21/2011

Suspension or Debarment Certificate

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

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

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

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

Company Name: V3 Construction Group

Address: 7325 Janes Avenue

City: Woodridge Zip Code: 60517

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

E-mail Address: mfamiglietti@v3co.com

Authorized Company Signature: _____

Michael Famiglietti President
(Print)Name: _____ Title of Official: _____

Date: 02/21/2011

Campaign Disclosure Certificate

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.

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

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

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

Under penalty of perjury, I declare:

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

Signature

Michael Famiglietti
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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL: 2ND AND CUMNOR - CONSTRUCTION MANAGEMENT
ADVISOR

PROPOSAL NUMBER: SW-035

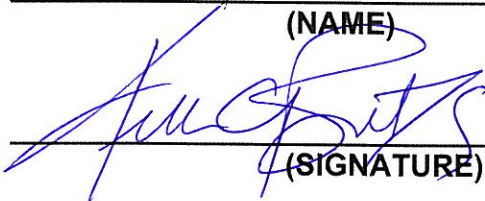
SITE VISIT: FEBRUARY 15, 2011

ADDENDUM NO.: 1

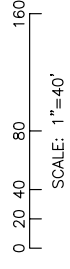
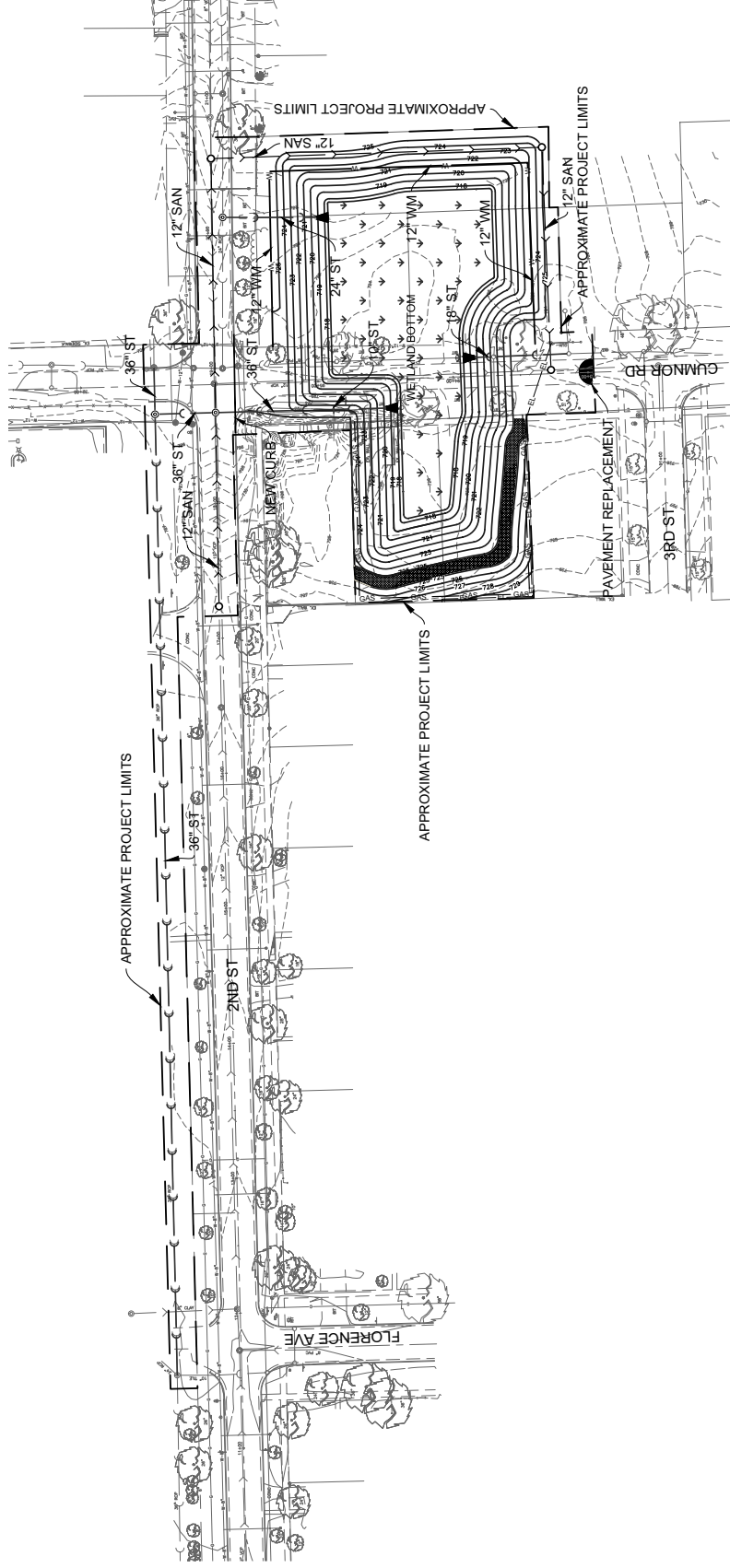
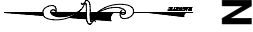
PROPOSER: V3 Construction - V3 Companies

ADDRESS: 7325 Janes Avenue, Woodridge, IL 60517

RECEIVED BY: Keith Butkus
(NAME)


(SIGNATURE)

DATE: February 10, 2011



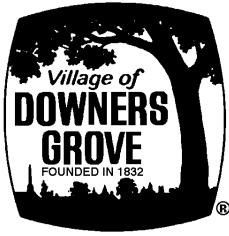
REVISIONS	
ORIGINAL	REVISION #1
REVISION #2	REVISION #3

2ND ST AND CUMNOR RD STORMWATER IMPROVEMENTS
DOWNERS GROVE, ILLINOIS

VILLAGE OF DOWNERS GROVE
PUBLIC WORKS ENGINEERING DIVISION
5101 MILWAUKEE AVENUE 60515 (630)434-5460
WWW.DOWNERS.IL.GOV

DRAWN BY: WHH	CHECKED BY:
DATE: 01-23-11	PARK:
SHEET NO.: 58-030-111	PAGE 1 OF 1

CONCEPT PLAN



Village of Downers Grove Contractor Evaluation

Contractor: V3

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

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

Time Period: June 2008 – September 2010

On Schedule (allowing for uncontrollable circumstances) yes no

Provide details if early or late completion: _____

Change Orders (attach information if needed): None

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

Interaction with public:

excellent good average poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

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

Reviewers: Jim Tock

Date: 09/10/10