

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JULY 5, 2011 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Streambank Stabilization, St. Joseph Creek, South Branch (DR-022 & DR-038)	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a design-build contract for streambank stabilization on areas of St. Joseph Creek South Branch to Applied Ecological Services, Inc. of Brodhead, WI in the amount of \$387,750.00.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY11 budget includes \$180,000 in the Stormwater Fund for these projects; the current CIP includes \$305,000 in FY12, for a total of \$485,000 from the Stormwater Fund for these two projects (DR-022 & DR-038). In lieu of contracting for the work for design and construction separately, staff is proposing this combined design/build contract for an amount of \$387,750, with the costs for design and permitting to be incurred in FY11 (\$105,300.00) and the costs for construction to be incurred in FY12 (\$282,450.00).

RECOMMENDATION

Approval on the July 12, 2011 consent agenda.

BACKGROUND

The St. Joseph Creek South Branch is approximately 6,600 lineal feet of mostly open-water. This conveyance system winds through the central part of the Village from just east of Dunham Avenue at 61st Street to Barth Pond where it joins the main branch of the St. Joseph Creek. The area adjacent to the creek corridor consists almost entirely of residential properties.

Various reaches of the St. Joseph Creek South Branch have experienced high amounts of streambank erosion, which has threatened several private properties as well as the structural integrity of Kenyon Street east of Washington Street. Starting upstream of Barth Pond, Village Staff has identified the most severe areas of erosion which require stabilization. These areas consist of approximately 350 lineal feet of the creek between Lyman Avenue and Fairmount Avenue, 430 lineal feet between Lyman Avenue and Washington Street, and 200 feet just west of Washington Street. The scope of this work is to prepare plans, obtain applicable permits and restore and stabilize these areas by using ecologically sustainable methods, which will immediately improve the environment through these corridors and provide long-term benefits such as improved habitat and decreased flow velocities.

Five contractors were pre-qualified through a Request for Qualifications. A Request for Proposal was sent to these contractors and three responded with cost and technical proposals for the project. Being a design/build project, the scope of work was not as specific as with a bid, and as a result, the proposals varied depending upon each firm's approach to the project. To determine which proposal is in the best interest of the Village staff compared the common or "base bid" elements of each proposal. For the base bid the submitting contractors and their comparative costs are as follows:

Contractor	Cost Proposal
Applied Ecological Services	\$323,550.00
V3 Construction Group	\$342,306.75
Burke, LLC	\$379,400.00

Applied Ecological Services was determined to best meet the needs of the Village.

Applied Ecological Services has not performed work for the Village in the past. A reference check was performed and staff determined that they completed comparable projects for the St. Charles Park District as well as for a large private residential development. Both project owners were satisfied with the work performed.

In addition to the base bid, staff recommends that the following additional alternate bid items be included in the contract:

- a stabilized, rock stilling area at the southeast corner of Washington Street and south of Kenyon Street,
- a floodplain “bench” just west of Washington Street, and
- the removal of some concrete-lined ditches along Lyman Avenue.

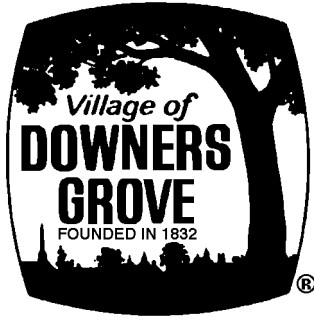
These additional tasks will prevent additional erosion along Kenyon Street, provide greater flood storage for the area, and generally improve the water quality of the runoff entering the creek and account for the cost difference between the base bid amount and the recommended contract award amount.

Construction of this project is expected to begin in the spring/summer of 2012 with three years of vegetative maintenance and monitoring to follow after substantial completion of construction.

ATTACHMENTS

Capital Project Sheet DR-022

Capital Project Sheet DR-038



REQUEST FOR PROPOSAL

Name of Proposing Company: _____

Project Name: St. Joseph Creek – South Branch - Streambank Stabilization
Proposal No.: DR-022/DR-038
Proposal Due: Wednesday, June 1, 2011 – 10:00 A.M – Public Works
Pre-Proposal Conference: Required: Monday, May 23, 2011- 10:00 A.M. at Public Works (site visit weather dependent)

Required of All Proposers:

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

Required of Awarded Contractor:

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

Date Issued: Monday, May 16, 2011

This document consists of 44 pages.

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

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

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

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. PROJECT SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (DESIGN/BUILD SERVICES)
- V. PROPOSAL/CONTRACT FORM

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

I. REQUEST FOR PROPOSALS

1. GENERAL INFORMATION

1.1 Statement of Needs-

The Village of Downers Grove (Village) is seeking technical and cost proposals from pre-qualified Firms (Proposers) to provide Design/Build Services for streambank stabilization of approximately 1275 lineal feet of the St. Joseph Creek South Branch.

1.2 Project Description-

The subject of this project are three isolated lengths of St. Joseph Creek South Branch between Fairmount Avenue and an unimproved alley just west of Washington Street (see Exhibit A below). Some areas throughout these lengths are experiencing high amounts of erosion while others are experiencing high amounts of sedimentation. A lack of vegetative maintenance over several years has significantly reduced the ability of water to flow freely throughout the creek corridor. Some timber retaining walls and other improvised methods are present and in various stages of decay. The Village wishes to remove some accumulated sediment from within area #1 and stabilize both streambanks throughout all areas shown in Exhibit A through the use of aesthetically pleasing, ecologically sustainable methods that will prevent further erosion and sedimentation.

Due to time and budgetary constraints, it is anticipated that this project will be designed and permitted during the 2011 calendar year, with construction beginning during the early months of 2012.



EXHIBIT A

- 1.2.1 **Project Area #1** is approximately 625 feet long and is located within private property. Most of the eastern portion of this length consists of a narrow channel of water with turf grass leading up to the water's edge. The remainder of this length has a much wider channel with a higher amount of erosion creating steep banks. Significant amounts of accumulated sediment are restricting flow through approximately 100 feet at the east end of Area #1.



- 1.2.2 **Project Area #2** is approximately 450 feet long. The majority of this length is located on private property with the downstream end running parallel to Kenyon Street. This area consists of a wide channel with eroded banks throughout its length. The downstream end is adjacent to the roadway and further erosion will likely sacrifice the structural stability of the existing pavement.



- 1.2.3 **Project Area #3** is approximately 200 feet long and is bordered by residential properties on one side with a vacant, village-owned parcel on the other. This reach consists of a very narrow channel with steep, severely eroded banks. Various retaining wall structures are present.



1.2.4 **Anticipated Improvements**

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

It is also anticipated that some sediment may need to be removed from the downstream portion of area #1. Enough sediment has accumulated to the point where it now supports vegetative growth within the middle of the channel.

1.2.5 **Base Lump Sum Cost and Contingency**

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

Village of Downers Grove

- 1.3 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Wednesday, June 1, 2011 – 10:00 A.M.**
- 1.4 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.5 Technical and Cost Proposal forms shall be sent to the Village of Downers Grove, ATTN: JEFF LOSTER, in a sealed envelope marked "SEALED TECHNICAL AND COST PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
 - 1.5.1 Technical proposals shall include the following information for each of the project areas:
 - Proposed design
 - Anticipated permits required
 - Proposed means and methods
 - Proposed project schedule
 - 1.5.2 Cost proposals shall include the following information for each of the project areas:
 - Proposed Base Lump Sum Cost, including separate costs for any design alternates, and a Contingency amount
 - Proposed schedule of values including sub-totals for design/permitting, construction and maintenance and monitoring (if necessary)
- 1.6 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.7 By submitting this proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.
- 1.8 Defined Terms:
 - 1.8.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.8.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Proposer's completed proposal, bonds and all required certifications.
 - 1.8.3 Proposal – this document completed by an individual or entity and submitted to the Village.
 - 1.8.4 Proposer – the individual or entity that submits or intends to submit technical and cost proposals to the Village.
 - 1.8.5 Contractor – the individual or entity whose proposal is selected by the Village and who enters into a contract with the Village.

1.8.6 Work – the construction or service defined herein.

1.8.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.

1.8.8 Proposal Guaranty – the required proposal deposit.

2. PREPARATION OF PROPOSAL

2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.

2.2 The Proposer shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Proposal shall be a conclusive assurance and warranty that the Proposer has made these examinations and that the Proposer understands all requirements for the performance of the Work. If the Proposal is accepted, the Proposer will be responsible for all errors in the proposal resulting from his willful or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLFUL OR NEGLECTFUL FAILURE OF THE PROPOSER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLFUL OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THE CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Proposer, which might be discovered subsequent to award of a contract. The Proposer shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Proposer.

2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Proposer. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*

2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Proposer. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Proposer’s responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to,

the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.

- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals or the pre-proposal conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to all proposers of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Proposers. Each Proposer, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Proposal therein. Failure to acknowledge any addenda may cause the Proposal to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Proposer's responsibility to obtain all addenda issued. Proposers will provide written acknowledgement of receipt of each addendum issued with the proposal submission.
- 2.6 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.7 The Proposer hereby affirms and states that the prices quoted within their written proposal shall constitute the total cost to the Village for all work involved in the respective items as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Proposer also affirms that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.
- 2.8 The Proposer shall complete and submit with the Proposal an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 3. PRE- PROPOSAL CONFERENCE**
- 3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by proposers is strongly advised as this will be the last opportunity to ask questions concerning the proposal.
- 3.2 If optional, those unable to attend the conference may submit questions in writing to the Village (faxed and emailed questions are acceptable) which must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in section 2.5.

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

4. COST PROPOSAL SUBMISSION

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

5. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

6. PROPOSAL REJECTION

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

7. PROPOSER COMPETENCY

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

8. PROPOSER DISQUALIFICATION

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of their Proposal.
 - 8.1.1 More than one proposal for the same Work from an individual, firm, partnership, or corporation under the same or different names.
 - 8.1.2 Evidence of collusion among Proposers.
 - 8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
 - 8.1.4 Failure to submit a unit price for each item of Work listed in the Proposal Form (if applicable).

- 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
- 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
- 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
- 8.1.8 Failure to submit a signed Proposer's Certificate stating the following:
 - 8.1.8.1 That the Proposer is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
 - 8.1.8.2 The Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;
 - 8.1.8.3 The Proposer will maintain the types and levels of insurance required by the terms of this Contract.

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all proposals, the Contract will be awarded to that responsible Proposer whose Proposal, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered.
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of proposals, a Proposer may file a written request with the Village for the withdrawal of their Proposal. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Proposer from further obligation by return of the Proposer's bid deposit. Any attempt or actual withdrawal if cancellation of a Proposal by the awarded contractor who has been notified by the Village of the acceptance of said Proposal shall be considered a breach of contract.

11. FAILURE TO ENTER INTO CONTRACT

- 11.1 Failure on the part of the successful Proposer to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for breach of contract.
- 11.2 The Proposer shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in the Proposal. In case the Village does not receive evidence of receipt within ten (10)

days of the date of Notice of Award, the Village may revoke the award. The Proposer shall then forfeit the proposal security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

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

12. SECURITY FOR PERFORMANCE

- 12.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's proposal by the Village, shall furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the construction cost portion of the Proposal. Said bonds shall guarantee the Proposer's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision that will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

13. DELIVERY

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

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Proposer proposes to furnish an "equal", the proposed "equal" item must be so indicated in the technical proposal. Where two or more items are

specified, the selection among those specified is the Proposer's option, or he may submit his Proposal on all such items. Detail specification sheets shall be provided by Proposer for all substituted items.

II. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

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

2. USE OF VILLAGE'S NAME

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

3. HOURS OF WORK

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

4. PERMITS AND LICENSES

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

5. INSPECTION

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

6. DELIVERIES

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

7. SPECIAL HANDLING

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

8. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 8.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer 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 shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

9. NONDISCRIMINATION

- 9.1 Proposer shall, as a party to a public contract:
- 9.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 9.1.2 By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- 9.1.3 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

10. SEXUAL HARASSMENT POLICY

- 10.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:
- 10.1.1 Notes the illegality of sexual harassment;
- 10.1.2 Sets forth the State law definition of sexual harassment;
- 10.1.3 Describes sexual harassment utilizing examples;
- 10.1.4 Describes the Proposer's internal complaint process including penalties;

- 10.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 10.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

11. EQUAL EMPLOYMENT OPPORTUNITY

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

- 11.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 11.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 11.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 11.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

12. DRUG FREE WORK PLACE

- 12.1 Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
 - 12.1.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 12.1.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
 - 12.1.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

12.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.

12.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

12.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

12.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

13. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

14. PREVAILING WAGE ACT

14.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.

14.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

14.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

- 14.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 14.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 14.6 Any bond furnished as security for performance shall include a provision that will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.
- 15. PATRIOT ACT COMPLIANCE**
- 15.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.
- 16. INSURANCE REQUIREMENTS**
- 16.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any

Village of Downers Grove

coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		(Applicable on a Per Project Basis)
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section 16 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 16.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.
- 16.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 16.4 Worker’s Compensation coverage shall include a waiver of subrogation against the Village.
- 16.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 16.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers Grove, officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however

caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.

- 16.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 16.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 16.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 16.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 17. COPYRIGHT/PATENT INFRINGEMENT**
- 17.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

18. COMPLIANCE WITH OSHA STANDARDS

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

19. CERCLA INDEMNIFICATION

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

20. BUY AMERICA

- 20.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 20.2 As a condition of responsiveness, the Contractor agrees to submit with its Proposal submission, an executed Buy America Certificate, attached hereto.

21. CAMPAIGN DISCLOSURE

- 21.1 Any contractor, proposer, or vendor who responds by submitting a Proposal to the Village shall be required to submit with its Proposal submission, an executed Campaign Disclosure Certificate, attached hereto.
- 21.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 21.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 21.4 By signing the Proposal documents, contractor/proposer/proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

22. SUBLETTING OF CONTRACT

- 22.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the Contract.
- 22.2 All approved sub-contracts shall contain language which incorporates the terms and conditions of this Contract.

23. TERM OF CONTRACT

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

24. TERMINATION OF CONTRACT

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

25. BILLING & PAYMENT PROCEDURES

- 25.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within sixty (60) days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 25.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon

as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

25.3 If this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

25.4 Please send all invoices to the attention of Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515.

26. RELATIONSHIP BETWEEN THE CONTRACTOR AND THE VILLAGE

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

27. STANDARD OF CARE

27.1. Services performed by Contractor under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

27.2 If the Contractor fails to meet the foregoing standard, Contractor will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Contractor’s failure to comply with the above standard and reported to Contractor within one (1) year from the completion of Contractor’s services for the Project.

28. GOVERNING LAW

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

29. SUCCESSORS AND ASSIGNS

29.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

30. WAIVER OF CONTRACT BREACH

30.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

31. AMENDMENT

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

32. CHANGE ORDERS

- 32.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties.
- 32.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original subcontract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

33. SEVERABILITY OF INVALID PROVISIONS

- 33.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

34. NOTICE

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

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

and to the Proposer as designated in the Contract Form.

35. COOPERATION WITH FOIA COMPLIANCE

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

III. PROJECT SPECIFICATIONS

GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 Unless specifically modified herein, or otherwise in writing and approved by both parties, the following standards shall govern the construction of the proposed improvements:
 - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Fifth Edition, 1996 (the Water & Sewer Specs.); and
 - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2007; along with Supplemental Specifications and Recurring Special Provisions (collectively the “SSRBC”) as adopted by the Illinois Department of Transportation, January 1, 2010 (references to “Department” within the SSRBC shall refer to the Village); and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois revised March, 2006; and
 - 1.1.4 Illinois Urban Manual.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. DESIGN AND COOPERATION OF CONTRACTOR

- 2.1 Previous work provided by others does not relieve the Contractor of the obligation to verify all existing conditions and to provide final design plans that are the sole professional responsibility of the Contractor. The Contractor shall be solely liable for the final design of the project.

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

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

The Contractor shall keep one set of the approved plans and contract assemblies shall be kept available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

3.1.1 PROJECT SAFETY. Add the following to Article 107.28:

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

3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.

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

3.1.2 BACKING PRECAUTIONS. Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

3.1.3 OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS. The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.

3.1.4 BARRICADES AND WARNING SIGNS. The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the

Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

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

No natural event will be considered cataclysmic.

4. PROSECUTION AND PROGRESS

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

4.1.1 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

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

5. MEASUREMENT AND PAYMENT

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

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

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

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

6. GENERAL CONSTRUCTION REQUIREMENTS

- 6.1 The following general requirements are intended to govern the overall priority for the performance of the Work described in this Contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.
- 6.2 All street openings made prior to November 15th shall be fully restored according to the applicable special provisions, and the street reopened to regular traffic upon the availability of hot-mix bituminous concrete. The Contractor shall assume the risk of restoration over those reaches of pipe installed but not yet pressure-tested for pipe integrity.
- 6.3 No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public. Access to all individual drives within the current work zone must be restored at the end of each workday.
- 6.4 The Contractor shall maintain traffic flow on all streets during the day in accordance with the applicable special provision. Adequate signing and flagging is of particular importance for safe travel of all public.

7. CONSTRUCTION STAKING AND RECORD DRAWINGS

- 7.1 Section 5-7 of the Water and Sewer Specs shall be replaced in its entirety by the following:
 - 7.1.1 The Contractor shall furnish and place all construction layout stakes for this project. Competent personnel with suitable equipment shall conduct this work, supervised by a licensed Illinois Land Surveyor. The Contractor shall be responsible for having the finished work conform substantially to the lines, grades, elevations and dimensions shown on the plans.
 - 7.1.2 The Contractor shall provide adequate control points to construct the individual Project elements, and shall provide the Engineer with adequate control in close proximity to check the compliance of the elements constructed.
 - 7.1.3 The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Village at the completion of the Project. All notes shall be neat, orderly and in an accepted format.
 - 7.1.4 Prior to final payment, the Contractor shall provide the Village with record drawings showing the lines, grades, elevations and dimensions of all work constructed. The Contractor shall also provide digital files listing all constructed manholes, catch basins, inlets, vaults, and any other structures and/or critical items defined by the Engineer as part of the project. The digital files shall list the items above as points with supplemental data as shown below in the Stormwater

and Watermain GPS Code Lists.

7.1.5

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

8. PRECONSTRUCTION VIDEO

- 8.1 This Work shall consist of furnishing all materials and labor required to perform a video survey of the construction limits, adjacent right-of-way, and adjacent structures bordering the Work. This shall include, but not be limited to, existing buildings, garages, pavements, curb and gutter, sidewalks, fences, trees and landscaping. Two (2) copies of the video shall be furnished to the Village in DVD format. Video shall be performed by a reputable company meeting the approval of the Village, in the presence of a representative of the Village, and shall be performed prior to the commencement of construction. The video may be shot by the prime contractor, provided that the resulting video is, as determined by the Village, of professional quality. The video must be shot with video camera equipment, not a digital camera that is primarily for the taking of still photographs, or a mobile phone, and must be of a resolution that is clear and playable on a full-size television screen (19" diagonal or larger). The video survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

9. ACCESS AND WATER SHUT-OFF NOTIFICATION

- 9.1 If access to a driveway will be blocked, or water will be turned off, the Contractor shall give that resident or business proper written notification at least 24 hours in advance. The Contractor must provide them the opportunity to remove their cars from the drive or make other arrangements, and prepare for any shutdown of the water system. Samples of written notices shall be submitted to the Engineer for approval.
- 9.2 In addition, the Contractor shall be responsible for notifying the resident or business verbally on the morning of any driveway closure, to ensure awareness of the lack of access.

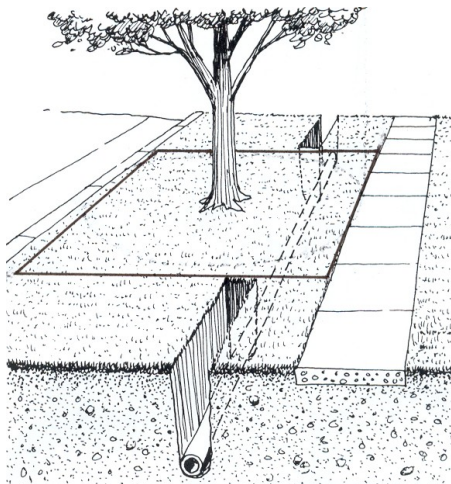
10. TREE PROTECTION

- 10.1 Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code.

Specifically, Municipal Code Sections 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall approve all tree protection measures and any deviations. All tree protection measures and any deviations shall be noted in the contract specifications and on approved project plan sheets and permits using the guidelines listed below.

- 10.2 Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, re-grading of the parkway or excavation unless specifically noted on the project plan sheets.
- 10.3 The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that must be protected from damage. In a municipal parkway setting with utilities and paved or concrete surfaces, the size of the CRZ has been adjusted to form a rectangle around the parkway tree trunk with minimum dimensions listed in the following table. The depth of the CRZ extends to 4 feet below the natural ground surface level.

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



- 10.4 For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are replacing structures in the same location, fencing of the public parkway trees shall not be required. Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.

- 10.5 For projects that involve excavations of two (2) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roundway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.
- 10.6 Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.
- 10.7 To avoid damage to the CRZ, utilities must be augered underneath the public parkway trees. Excavation pits for augering equipment are to be outside the fenced area and are to be shown on the project plan sheets. Excavation pits for roundway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.
- 10.8 In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.
- 10.9 In addition to fines and citations that may be assessed for violations of Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the contractor may be subject to the following provisions:
- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
 - costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
 - fines of \$500 for the 1st offense; \$1,000 for the 2nd offense; \$2,500 for the 3rd and subsequent offenses.
 - each day during which a violation continues shall be construed as a separate and distinct offense.
- 10.10 The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council

of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the damage shall be deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

11. EROSION AND SEDIMENTATION CONTROL

- 11.1 Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing erosion and sedimentation control systems as agreed upon by the Village and Contractor and in compliance with applicable permit regulations. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the SSRBC, except as amended herein.
- 11.2 All erosion and sedimentation control measures shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.
- 11.3 The Contractor is responsible for all compliance with the General NPDES Permit (No. ILR10) for Storm Water Discharges from Construction Site Activities. This shall include, but not be limited to, preparation and submittal of all required forms such as the NOI, ION, NOT, SWPPP, etc. The Contractor is responsible for performing all soil erosion and sediment control inspections, maintaining inspections, reports, logs, etc. and for keeping an up to date SWPPP on site at all times.

12. TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

- 12.1 This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.
- 12.2 No waiving of these requirements will be allowed without prior written approval of the Engineer.
- 12.3 The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.

- 12.4 The contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by **one sandbag per each barricade**. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by **eight sandbags per each barricade**.
- 12.5 The Contractor shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.
- 12.6 In the event that one direction of vehicular travel must be closed, the Contractor has the option of setting up a detour route or using flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and lane closures, and shall issue written authorization prior to closure.
- 12.7 In the event that both directions of vehicular travel must be closed, the Contractor shall set up a detour route to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure.
- 12.8 The Contractor shall maintain his operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given work day, the Contractor shall provide steel plates at street intersections and driveways. Prior to the end of a given work day, the pavement surface shall be temporarily restored.
No open excavation may be left overnight or on the weekend without the express written permission of the Engineer.
- 12.9 No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday night at 4:30PM to Monday morning at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.
- 12.10 As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

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

13. STREET SWEEPING AND DUST CONTROL

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

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

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



APPLIED ECOLOGICAL SERVICES, INC.

Specialists in Ecological Science, Restoration, Management and Research

June 1, 2011

Jeff Loster
Staff Engineer
Village of Downers Grove – Public Works
5101 Walnut Avenue
Downers Grove, IL 60515

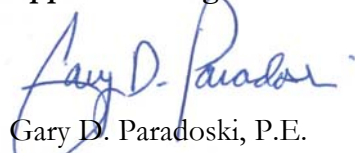
RE: Proposal for South Branch St. Joseph Creek Stream Bank Stabilization DR-022/DR-038
(AES#11-0509)

Dear Jeff,

I have attached our proposal for design/build services for the bank stabilization for the South Branch of St. Joseph Creek. Our design includes what we feel is necessary to address the most pressing issues throughout each of the three project areas. Our design and permitting consulting services are scheduled to be completed in 2011 (although the Corps may not logistically finalize its permit until the beginning of 2012) and construction, observation and record drawings are scheduled to be completed in late spring 2012.

On behalf of our Consulting and Contracting Divisions, along with our sub-consultants IG Consulting and Terracon, we are excited about this opportunity to play a role in making a difference in the Downers Grove community. While this may be simply a project to some, we realize that this is very important not only for the Village but for the residents that live along the creek and whose homes may be in jeopardy from its erosion. We want the residents to be happy with the solutions and to have results that are also visually appealing and can serve as an example of exciting stream projects to come. Throughout your review of the proposal, please let us know if you have any questions or require additional information.

Sincerely,
Applied Ecological Services, Inc.



Gary D. Paradoski, P.E.
Senior Engineer

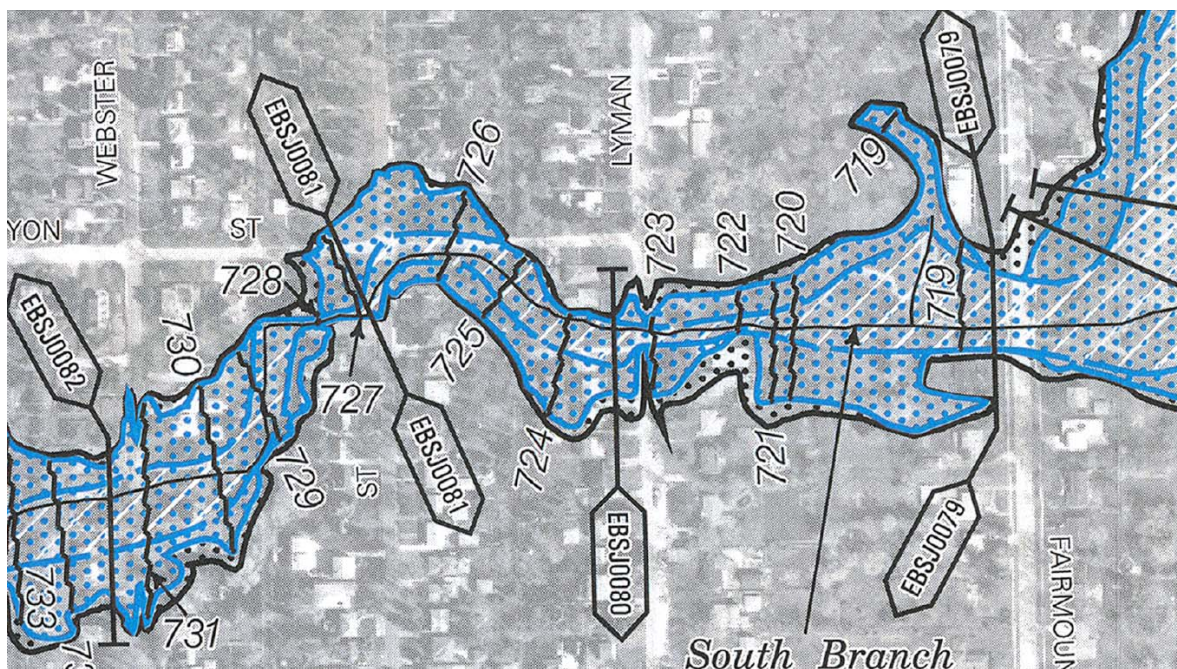
Enclosure

UNDERSTANDING OF ASSIGNMENT

AES understands that the South Branch of St. Joseph Creek is in need of bank stabilization at various locations throughout approximately 1275 lf of the project reach (Exhibit A). Project Area #1 begins at the west side of Fairmount Avenue and continues west through private property to Lyman Avenue. Project Area #2 continues from Lyman Avenue through private property to the ditch alongside Kenyon Street. Project Area #3 continues from Washington Street along the rear lot lines of two residences to the 90 degree bend at the alley. Also, the parcel along the south bank in Area #3 is owned by the Village.



Downers Grove RFP Exhibit A



FEMA FIRM #17043C0904H

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER SURFACE ELEVATION (FEET NAVD)			
CROSS SECTION	DISTANCE	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
South Branch St. Joseph Creek (EBSJ)								
EBSJ0074	211 ¹	288	1,528	0.2	718.2 ²	718.2	718.3	0.1
EBSJ0075	581 ¹	438	2,294	0.2	718.2 ²	718.2	718.3	0.1
EBSJ0076	966 ¹	177	1,080	0.3	718.2 ²	718.2	718.3	0.1
EBSJ0077	1,320 ¹	231	924	0.4	718.3	718.3	718.4	0.1
EBSJ0078	1,465 ¹	305	1,441	0.2	718.3	718.3	718.4	0.1
EBSJ0079	1,810 ¹	139	265	1.3	718.9	718.9	719.0	0.1
EBSJ0080	2,474 ¹	80	147	2.3	723.8	723.8	723.8	0.0
EBSJ0081	3,050 ¹	39	52	6.4	726.9	726.9	726.9	0.0
EBSJ0082	3,684 ¹	121	119	2.8	731.3	731.3	731.4	0.1
EBSJ0083	4,328 ¹	88	296	1.1	739.2	739.2	739.3	0.1
EBSJ0084	4,380 ¹	93	199	1.7	739.3	739.3	739.4	0.1
EBSJ0085	4,481 ¹	87	317	1.0	739.4	739.4	739.5	0.1
EBSJ0086	5,016 ¹	43	108	3.1	743.4	743.4	743.5	0.1
EBSJ0087	5,069 ¹	64	142	2.4	744.0	744.0	744.1	0.1
EBSJ0088	5,122 ¹	64	194	1.7	744.4	744.4	744.5	0.1
EBSJ0089	5,388 ¹	102	209	1.6	745.7	745.7	745.8	0.1
EBSJ0090	6,766 ¹	100	969	0.3	747.8	747.8	747.9	0.1

FEMA FIS Dated December 16, 2004

FEMA has performed a flood insurance study (FIS) for the project areas that became effective in December, 2004. As such, any work within the regulatory floodway will require review and approval by the IDNR Office of Water Resources. Also, the creek contains regulated waters of the U.S. under the jurisdiction of the U.S. Army Corps of Engineers and will require either a Regional or Individual Permit. Any wetland impacts greater than 0.10 acres will require mitigation.

The Village has a design/build budget of \$180,000 for 2011 and \$305,000 for 2012. The design and permitting should be completed within 2011 and construction begin in spring, 2012. It will be imperative to design a project that can be expeditiously routed through the regulator agencies and receive permitting. However, it will also be prudent to ensure that adequate steps have been taken to address the stream erosion for the long term. The Village will need to be informed of the pros and cons of each design component at the concept phase so that it can understand the costs and maximize the effectiveness of the project.

PROJECT APPROACH

The scope of work below includes the fundamental design components that are expected to be necessary to provide bank stabilization given the project priorities, budget, site and time constraints.

The design will fit within the parameters of the Army Corps Regional Permit Program and, in doing so, will limit wetland impacts to less than 0.1 acres and will enhance the wetland and riparian areas (RP5) and provide bank stabilization using bio-engineering techniques (RP10). **The scope has been described below in a manner that promotes protection of infrastructure but also in terms that explain to the Corps how the riparian corridor will be improved from an ecological and biological perspective under the RPP.**

The design will also comply with restrictions by the IDNR to ensure that there are less than 0.1' increase in flood elevation and only nominal increases in stream velocity, particularly due to stream armoring. We have verified that the IDNR may not require a FEMA Letter of Map Revision (LOMR) if all channel work is performed within the regulated floodway.

The design will comply with requirements of the DuPage Countywide Stormwater and Floodplain Ordinance. DuPage County has authority to require a LOMR if significant changes are made to the flood elevation that would require re-mapping.

The project will be designed with sustainability at its forefront in order to balance its long-term success with the demands of the community for generations to come. As the Institute for Sustainable Infrastructure (ISI) unveils its project rating system, we will look for opportunities to self-assess the project in accordance with the ISI's credit system and demonstrate how the project increases quality of life for the neighborhood in accordance with the triple bottom line – economic growth, environmental stewardship, and social progress for Downers Grove. Our participation in the public meeting will be our primary opportunity to convey this message while simultaneously listening to the residents and their concerns. Bridging the gap between concerns and the project components has proven to be a successful technique for us in demonstrating that stream stabilization projects are a win-win for the entire community. We can also foster relationships between Downers Grove and other communities that have undergone or are currently tackling stream stabilization and restoration projects.

SCOPE OF WORK

Task 1: Land Survey

AES will contract IG Consulting, a Professional Land Surveyor, to perform a topographical survey of the creek. The survey will collect data along the creek thalweg, benches and overbank areas extending 30' beyond its centerline or up to fenced properties within 30'. The survey data will be used to produce 1' contours along the riparian corridor that will inform the hydraulic analysis and serve to augment the 2004 FIS.

During construction, IG Consulting will provide elevation stakes at bottom and top of slope and along any intermediate benches. One (1) site bench mark will be set at Project Area #1, two (2) site bench marks set at Project Area #2, and one (1) site bench mark will be set at Project Area #3 for reference by the contractor. The site bench marks will be strategically placed so they are visible from all points along the project areas.

Deliverable:

One (1) digital in AutoCAD format and one (1) hard copy of topographical survey.

Schedule: July/August, 2011

Construction staking with site bench marks.

Schedule: Spring, 2012

Task 2: Soils Analysis

AES will contract with Terracon, a Professional Soils Engineer, to perform soils analysis. According to the NRCS Web Soil Survey, the bare soils are likely to be Markham-Ashkum-Beecher complex with a slight propensity for erosion meaning that erosion is unlikely under ordinary climate conditions. Two borings will be taken at each project area, depending on accessibility for the boring equipment. The soils report will depict the underlying soils from top of bank to a depth of 20' and will make general recommendations for bank slope stability, particle sizing for scour potential, and for footings and retaining walls. A bulk sample and lab Proctor test will be taken to measure maximum dry density and optimum moisture content and provide compaction criteria. Additionally,

Terracon will provide on-site testing as needed during construction to verify compaction in any areas requiring fill.

Deliverable: Six (6) soil borings, field samples, lab tests, and one (1) hard copy of Geotechnical Soils Report

Schedule: August, 2011

Task 3. Wetland Delineation

AES will conduct a wetland delineation on the project site. Prior to conducting field work, AES will gather and review all background information needed for a standard wetland delineation, such as county soil and wetland maps. Protocol will follow the 1987 U.S. Army Corps of Engineers (Corps) delineation manual in conjunction with the Midwest Interim Regional Supplement for Wetland Delineations. The delineation will include an on-site investigation of all areas within the project site. Data points documenting vegetation, soils, and hydrology will be collected in each wetland and adjacent upland area. The stream appears to be the only wetlands or “waters” on site. If this is the case, the topographic survey will be used to determine the wetland boundaries and they will not be marked in the field. The wetland report shall identify and locate regulatory wetlands and data point locations on a wetland delineation exhibit, provide wetland and soils map exhibits, photos of each wetland, and U.S. Army Corps of Engineers data forms.

Deliverable: Three (3) hard copies of the Wetland Delineation Report

Schedule: August/September, 2011

Task 4: Preliminary Design

AES will prepare a preliminary design, beginning with Village feedback (via conference call or formal in person kick-off meeting) regarding the enclosed concepts, for stabilizing the creek banks and restoring the riparian corridor. The design will be targeted toward treating specific locations to prevent loss of property and infrastructure while still promoting the primary provisions of the Corps RPP. Other locations of the creek are already stable or will be allowed to naturally stabilize themselves over time. Vegetation zones throughout the corridor will be recommended based upon available sunlight as well as hydrologic and hydraulic conditions.

Project Area #1

We had the fortunate experience of observing the creek during the middle of the rain event on Wednesday, May 25, 2011. According to a weather station in Memorial Park, Downers Grove experienced nearly 2” of rain that day and the peak of the storm (0.60 in/hr) occurred while we were there. During its peak, the creek was full up to its banks. From a holistic stream perspective, Project Area #1 has a lot of good things happening. While some of these things may or may not bother the residents, they are not only beneficial for the stream and riparian habitat, they help prevent erosion and destruction of personal property and infrastructure. There are a few components that need to be monitored so that they don’t become problems in the future. The following paragraphs touch on the good, the bad, and the not-bad-enough to do something about it.



Fairmount Avenue During Peak of May 25th Storm Event



Downers Grove RFP Exhibit A

-  = proposed bendway weir
-  = rip-rap
-  = existing banks
-  = limits of grading
-  = access location
-  = materials staging

Just downstream of Fairmount, the creek widens out into a flat area prior to discharging into Barth Pond. According to the 2004 FIS report, this section has very low mean velocity of around 0.3 fps

which was observed during the storm. This backs up into Project Area #1 causing a tailwater condition as evidenced by the sediment that has deposited immediately upstream of Fairmount. There are also a small tributary and a couple side channel storage areas, one on the north side that appears to be functioning as a wetland and another on the south side that is being mowed and maintained as turf grass. These are reducing flow and demonstrating the benefits of the creek channel being hydraulically connected to its floodplain. The creek through this area does have a little meander to it, mostly caused by trees, sediment, or a driveway that have deflected it one way or another.



Flat Area Downstream of Fairmount



Tailwater Condition Upstream of Fairmount



Wetland Storage Area in North Overbank



Turf Storage Area in South Overbank

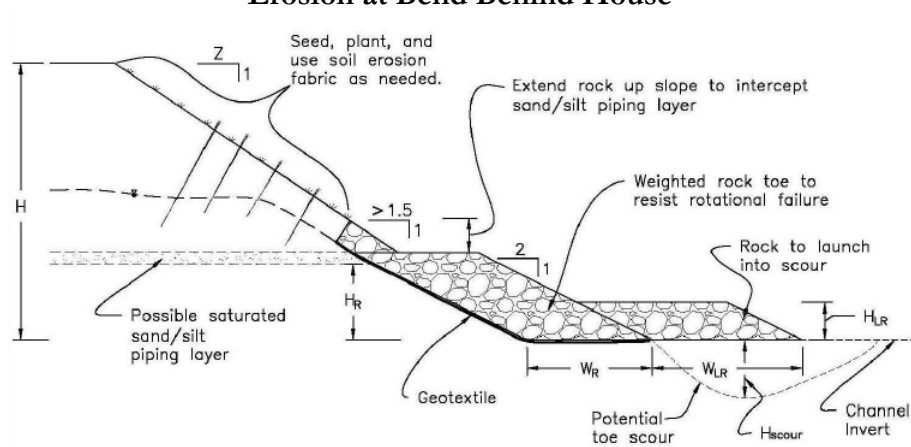
The deflections occur closer to Lyman Avenue and have caused erosion near the house and driveway. Approximately 100 lf along two bends need to be stabilized to prevent further erosion. Launchable rock toe should be implemented and the banks laid back and vegetated. Also, weedy trees should be removed and/or the canopy selectively cleared to allow sunlight to penetrate the corridor and promote vegetation growth.



Erosion at Bend Near House



Erosion at Bend Behind House



Rip-rap Bank Protection with Launchable Toe & Vegetated Slope

Stream Restoration Planning and Design, Fluvial System Stabilization and Restoration Field Guide (NRCS, 2010)

120 West Main Street, West Dundee, Illinois 60118 Voice: 847-844-9385, Fax: 847-844-8759
 Corporate Headquarters: 17921 Smith Road, P.O. Box 256, Brodhead, WI 53520 Voice: 608-897-8641; Fax: 608-897-8486
 Email: info@appliedeco.com • Website: www.appliedeco.com

At the two bends there are also two nick points. These nick points are essentially flattening out the channel bottom but should be stabilized with rock step pools to prevent them from continuing to cut upstream. Step pools will not only serve as grade controls but will also provide aquatic habitat due to their cooler, deeper water and the hiding places within the rock.



Nick Point



Loose Rock Step Pool Grade Control Structure at Nick Point
National Engineering Handbook Part 654, Technical Supplement 14G (NRCS, 2007)



Loose Rock Step Pool Grade Control Structure (Chin, et al, 2009)

A third major deflection occurs at the residential driveway on the east side of Lyman. Sediment has developed and is deflecting water against the driveway which has been armored with landscaping flagstone. The sediment is acting like a bendway weir only it is pointed in the wrong direction. We propose to remove the sediment and install a stone bendway weir that deflects the flow away from the driveway. The flagstone can stay in place. Removing it would cause too much disruption particularly since there is no room to grade the slopes and fill is not allowed within the channel. If the Corps will allow, the sediment can be placed behind the bendway weir at the toe of the flagstone and it can be planted with plugs of sedges to promote stabilization of the driveway bank.



Sediment Deflecting Flow Against Flagstone at Driveway



Proposed Sediment Removal & Bendway Weir Deflecting Away from Driveway

Except some nominal grading and seeding, the remainder of Project Area #1 will not be disrupted since doing so would be more of a restoration exercise than for bank stabilization.



Area Requiring Only Nominal Grading and Native Seeding

The part of Project Areas #1 closer to Fairmount is very stable, however there are a few things that need to be aggressively monitored and will be included within the long-term monitoring and maintenance plan that AES will provide. First, the homeowner has stockpiled grass clippings within the creek and uses a homemade retaining wall to contain them. Homeowners need to be informed that, although grass clippings are natural and it is encouraged to mulch them into their lawns, a stockpile of clippings releases nutrients such as nitrogen and phosphorous downstream into Barth Pond. Over time, excessive nutrients create algal blooms that starve oxygen from the water and hurt

120 West Main Street, West Dundee, Illinois 60118 Voice: 847-844-9385, Fax: 847-844-8759

Corporate Headquarters: 17921 Smith Road, P.O. Box 256, Brodhead, WI 53520 Voice: 608-897-8641; Fax: 608-897-8486

Email: info@appliedeco.com • Website: www.appliedeco.com

the aquatic habitat. The algal blooms are a maintenance headache, costly to the Village and taxpayers, and unsightly.



Dumped Grass Clippings Within Creek

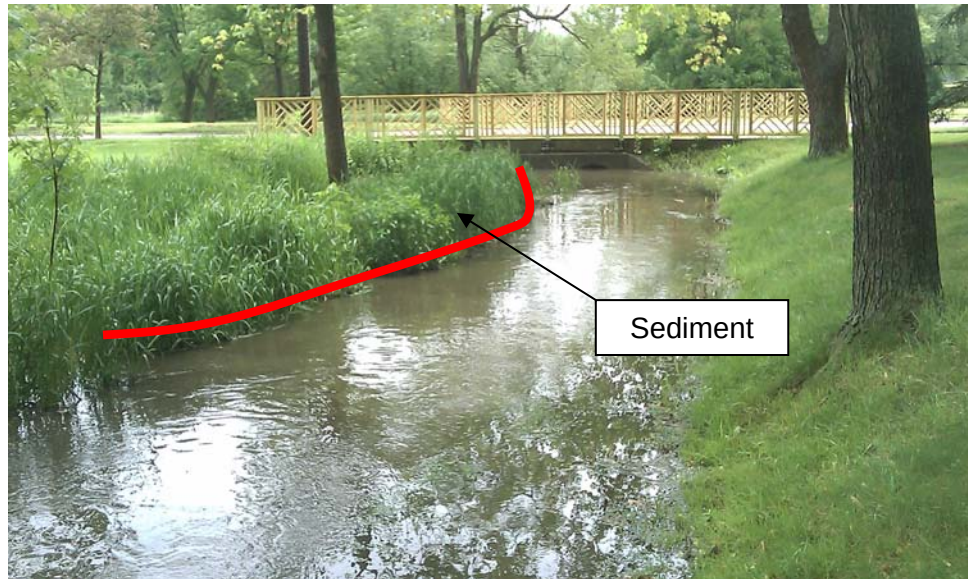
Another minor concern is the invasive species. They are connected to the tributary therefore to effectively remove them would take an extensive effort that should be considered for a future project. Removing them would also remove screening that the residents enjoy. Over time, this screening could be replaced with a riparian buffer of tall mesic prairie that would be just as effective and less damaging to the creek. Regardless, the invasives should be aggressively monitored to ensure they are not choking out good trees and shading out sedges that promote stability within the creek.



Background Shows Invasive Shrubs Within the Understory at the Wetland & Tributary

Project Area #1 Bid Alternate

A third minor concern is the sediment that has accumulated near Fairmount. Although the banks are very stable now, the sediment has already begun deflecting water against the south bank where the nearest house is located. Eventually the sediment will need to be removed since it will continue to accumulate, cause channelization, and block one or both of the culverts under Fairmount. Approximately 200 cy of sediment need to be removed.



Sediment Accumulation Upstream of Fairmount

The watershed along the three project areas and particularly along Lyman Avenue is rather narrow but steep. Some of the ditches are concrete lined, which exacerbates the problem by speeding up runoff. Some of the ditches have begun down-cutting and outlets are susceptible to blockage from debris. Installing native vegetation within the ditches will promote their stability, reduce ditch maintenance, reduce storm water velocities, withstand road salt and winter snow plowing operations, and capture debris and sediment. Approximately 500 lf of ditch could be seeded and plugged with native vegetation.



Concrete Line Channel (Left) and Channel Stabilized with Fabric & Rock (Right)

Project Area #2

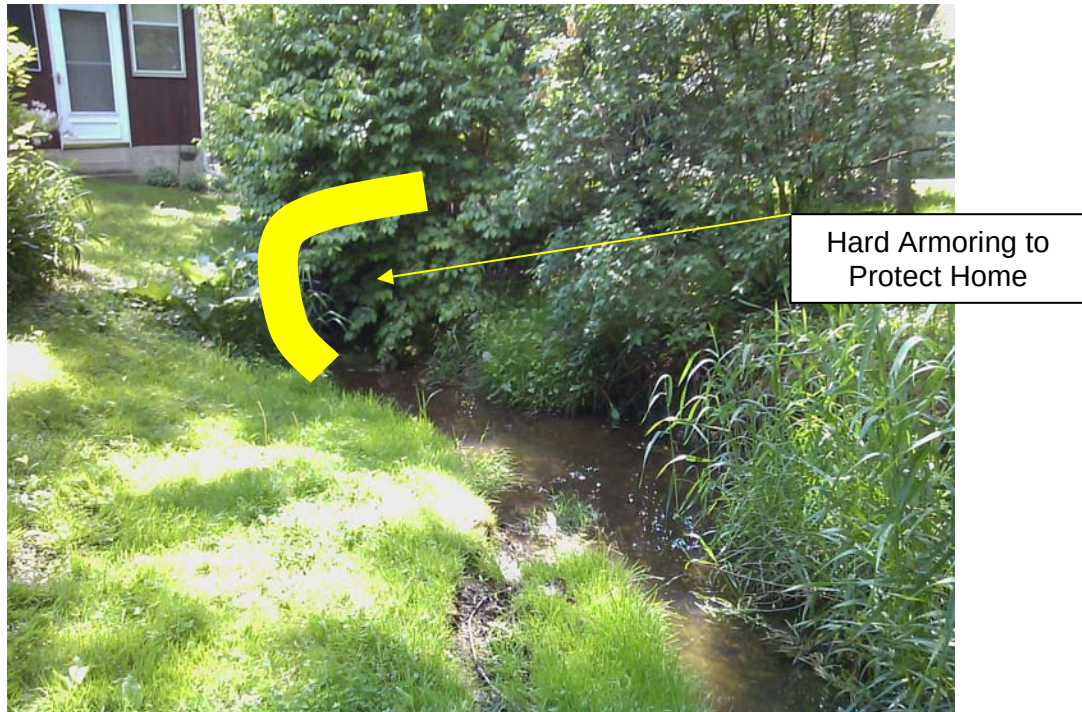
Project Area #2 has two major areas of concern: at the rear corner of the house that faces Lyman Avenue and the north bank along Kenyon Street. This area receives flow from Area #3 which is incised, channelized, and hard armored in several locations thereby increasing flow downstream.



Downers Grove RFP Exhibit A

- = existing banks
- — = rock toe stabilization/hard armoring/stilling basin
- = limits of grading
- ★ = access location
- = materials staging

The bank at the rear corner of the house may require 20 lf of hard armoring to prevent further erosion and to deflect flow against the opposite bank. Although the 2004 FIS report shows that its velocities are relatively low at 2.4 fps, significant shading from shrubbery and tree canopy may be contributing toward bank vegetation loss and erosion. The tree canopy may need to be selectively cleared in order to encourage sunlight to reach the vegetated treatment area.



Looking Downstream at Shrubberty and Bank Erosion at Rear Corner of House

Except some nominal grading and seeding, the remainder of Project Area #1 will not be disrupted since doing so would be more of a restoration exercise than for bank stabilization.



Area Requiring Only Nominal Grading and Native Seeding

Although the north bank along Kenyon Street appears to be stable, concrete has been previously dumped to protect its banks. Furthermore, the 2004 FIS report shows that this area has a velocity over 6 fps which we field verified during the rain event on May 25th. Velocities between 6 – 8 fps are around the maximum that vegetation can handle. Although this is a south facing bank, it is shaded out by tall trees and shrubs along the opposite bank.



Looking Upstream along Kenyon Street, North Bank in Shade

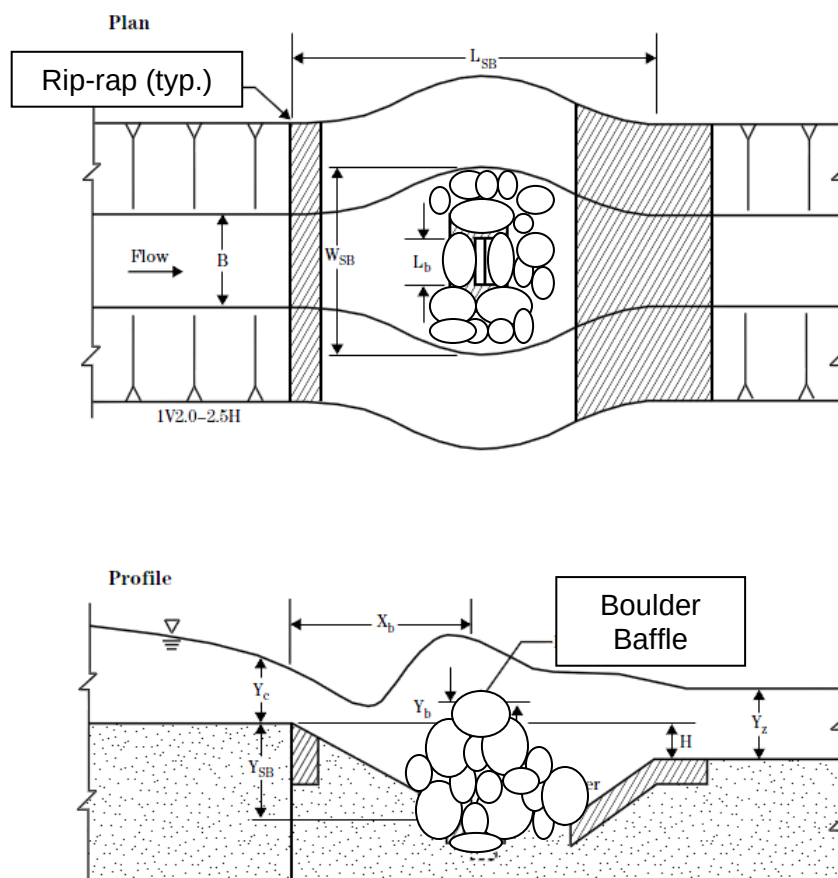
One approach to promoting the integrity of this bank is to install approximately 150 lf of rock toe stabilization and native vegetation along the entire stretch at Kenyon Street. The native vegetation will be much more tolerable of road salt and snow plowing operations along Kenyon Street than the existing turf and weeds. Either shady species can be installed or the weedy shrubs along the opposite bank can be replaced with tall prairie species that will provide screening as well as promote sunlight along the north bank. The prairie can contain a butterfly & bird flower mix that will offer the adjacent homeowner a much more desirable interaction with the riparian corridor.

Project Area #2 Bid Alternate

Also, if there is adequate space within the right-of-way, the outfall location might be ideal for installing a modified rock stilling basin within the existing hole to dissipate storm water energy before it hits the bank along Kenyon Street. Rather than using traditional materials such as concrete, the stilling basin can be modified to use natural materials such as large boulders that function as baffles within its stilling pool along with rip-rap which absorbs energy and allows vegetation to protrude through from the banks. The stilling basin would require approximately 40 ton of boulders and 220 tons of rip-rap.



Looking Upstream at Corner of Kenyon Street and Washington Avenue



Stilling Basin for Energy Dissipation, Modified from
National Engineering Handbook Part 654, Technical Supplement 14G (NRCS, 2007)

Project Area #3

Project Area #3 is certainly the most challenging reach. It is channelized down the rear lot lines of the homes facing Kenyon Street and is hard armored with a selection of rip-rap, railroad ties, and concrete walls leading up to the culverts under Washington Street. To compound matters, this reach is completely shaded. The Village owned lot along its south bank provides an area for access, materials staging, and potentially stream bank improvements.



Downers Grove RFP Exhibit A

-  = proposed bendway weir
-  = existing banks
-  = rock toe stabilization
-  = limits of grading
-  = access location
-  = materials staging



90 Degree Bend at Upstream End of Project Area #3



Rip-rap Along the North Bank



Railroad Ties Along the North Bank



Concrete Wall at Bend Near Washington Street

At the very least this reach should be cleared of invasive understory shrubs and weedy trees, and its canopy selectively cleared so that sunlight can reach the banks. The south banks could then be graded to a stable slope, stabilized with approximately 120 lf of rock toe, and planted with native vegetation. Approximately five bendway weirs could also be installed along the north bank to deflect velocities away from private property. Over time, this will relocate the thalweg southward to the ends of the weirs. The south banks should NOT be armored so that they allow the thalweg to meander southward. They should, however, be planted with native prairie to provide stabilization, habitat, and prevent invasive species from over taking the reach. This will also reduce mowing and manpower expenses for the village owned parcel.

Project Area #3 Bid Alternate

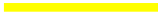
We have contacted the IDNR and they will consider allowing a secondary channel or floodplain benching without requiring a FEMA LOMR as long as the work is contained within the existing floodway. The floodway is defined as the boundary up to which encroachments can occur within the floodplain without significantly increasing the flood elevation. Once a detailed topographic survey is performed and the FEMA hydraulic analysis verified, we will be able to determine the exact width and elevation of the regulated floodway. Although the floodway appears rather narrow on the FIRM, it is our hope that a secondary channel or floodplain bench could fit within the parameters of both the DNR and DuPage County and NOT require a LOMR. A secondary channel would behave like a braided channel and soften the bends by increasing their radii. Both a secondary channel and a floodplain bench would lower velocities without impacting the existing wetland. Some sedimentation would occur due to the lower velocities but sediment could be directed toward the north bank thereby effectively relocating the channel southward on its own accord naturally over time. This alternate would require grading approximately 200 cy of native soil from the bank and spreading it within the southern overbank area within the Village lot.



FEMA FIRM with Potential Second Channel/Floodplain Bench



Downers Grove RFP Exhibit A

-  = existing banks
-  = potential additional channel and/or floodplain bench
-  = rock toe stabilization
-  = limits of grading
-  = access location
-  = materials staging

Deliverable: Conference call/kick-off meeting, Concept Design, two (2) sets of Preliminary Engineering Plans and one (1) hard copy of the POPC.

Schedule: July through October, 2011

Task 5: Meetings

An AES engineer and ecologist will attend one (1) half day meeting with the Village to present the concept plans and solicit feedback. Components of the concept plans that are selected by the Village for implementation will be incorporated into the Preliminary Engineering Plans that are suitable for presenting to the residents. It will be important for maintenance crews from the Public Works Department to give input regarding what will be necessary for ongoing maintenance. AES will attend one (1) evening meeting with the Village and residents to answer questions and solicit feedback regarding the Preliminary Engineering Plans.

Deliverable:

One (1) half day meeting with the Village to review the Concept Plans

Schedule: September, 2011

One (1) evening meeting with the Village and residents to review the Preliminary Engineering Plans
Schedule September, 2011

Task 6: Final Design

Upon approval of the Preliminary Engineering Plans, AES will proceed with a hydrologic and hydraulic analysis for the creek. The topographical survey will be used to verify how the creek has evolved since the 2004 FIS. AES will use this information along with the soils report to inform the design of stabilization measures and selection of native vegetation suitable for the hydrologic and hydraulic conditions. Bio-engineering techniques will be employed for stabilization measures as much as the conditions and velocities will allow and hard armoring will be provided in higher velocity areas. Within certain parts of the reach, the riparian corridor will be cleared of invasive species and restored to native vegetation. In other parts, clearing of invasive species will NOT be performed for many reasons: a) residents may be vehemently opposed to loss of screening; b) invasive removal may be unproductive due to the extent of invasives that pervade the area; c) clearing efforts may cause too much disruption to private property; and d) stabilization efforts may need to be directed toward areas of greater concern. To the greatest extent feasible, the existing tree canopy will be opened up to allow sunlight into the understory and encourage vegetation growth and natural bank stability.

The design will be incorporated into Final Engineering Construction Plans. The Final Engineering Construction Plans will include the existing topographic survey, plan and profile of the creek, planting plans, standard details, specifications, dewatering recommendations, soil erosion control measures and will be suitable for submittal to the Corps and the County for permit applications. A Storm Water Pollution Prevention Plan (SWPPP) will be prepared that is simply an addendum to the Village's existing MS4 permit. It is expected that the project area will not be large enough to warrant

an NPDES Notice of Coverage. A final opinion of probable costs (FOPC) will accompany the Final Engineering Plans.

A Storm Water Report will be prepared that outlines the problems, needs, opportunities, and constraints for the creek. The report will include the H & H analyses for existing and proposed conditions, technical data and supporting calculations for the final design. A chapter of the report will include recommendations for future maintenance and repair as necessary to ensure the creek continues to function as designed.

A long-term Monitoring and Maintenance Plan will be prepared that provides Village staff with a list of items to observe and address on an ongoing basis. The list will be prioritized and provide direction for not only maintaining the stream improvements that are a part of this project but for heading off unforeseen problems and limiting their impacts. Such items may range from monitoring storm water BMPs throughout the upper reaches of the St. Joseph Creek watershed to removal of debris and/or fallen trees on a monthly basis. Since an increase in development is highly unlikely upstream and any re-development will be performed in a sustainable fashion, the life cycle of this project could reasonably be 20 years without any maintenance. With maintenance such as selectively clearing tree canopy to promote sunlight within the stream, removing invasive vegetation, augmenting with native vegetation to promote stability, removing fallen trees and debris, and minor rock patchwork, the project could last significantly longer. As the community becomes more aware of sustainable initiatives and proactively engaged on a personal level, the South Branch of St. Joseph can actually improve beyond the project design life with such simple actions as incorporating the Village's rain barrel program to reduce runoff rate and volume.

Deliverable: H & H analyses, two (2) sets of Final Engineering Construction Plans, one (1) hard copy (ea.) of the SWPPP, FOPC, Storm Water Report, Monitoring and Maintenance Plan
Schedule: October through November, 2011

Task 7: Permitting

AES will assist the Village with obtaining permits from the Corps, IDNR – OWR, IEPA, and the Kane/DuPage Soil & Water Conservation District. In addition, a Stormwater Pollution Prevention Plan (SWPPP) will be prepared specifically for the construction phase of this project to supplement the Village's MS4. An NPDES Notice of Coverage (NOC) is not expected to be necessary since the limits of grading are less than one acre, however, a NOC will be prepared if deemed necessary upon completion of the design plans.

In discussing our concepts with the Corps, we will likely recommend that the Village apply for a permit under either RP5 or RP10. RP5 provides for stream bank stabilization, restoration, and enhancement that includes many of the components in our concepts such as modification of the stream banks to create stream meander, the installation of deflectors, and the removal of invasive plant species along with reestablishing vegetation within the corridor. RP10 provides for bank stabilization that includes both bio-engineering and structural techniques. As long as vegetative bio-engineering techniques are used in conjunction with structural, there is not a 500 lineal foot limit. Again, the major emphasis for these two Regional Permits is on enhancing the stream and providing a beneficial measure to the ecological system rather than simply protecting infrastructure while expediting the permitting process.

To expedite the permitting timeline, AES will arrange a pre-application meeting with the Corps to present the concepts agreed to by the Village and determine whether RP5 or RP10 is most

appropriate. A jurisdictional determination will not be requested, unless the Village disagrees with the Corps' wetland assessment, since doing so can take quite a bit of time and delay the process. Instead an AES ecologist will meet with the Corps on site to affirm the regulated wetland boundary and discuss project details. We will respond to the Corps' requests for additional information and/or revisions to the plan.

As a part of the Joint Permit Application, AES will assist the Village with obtaining a permit from the IDNR – OWR and the IEPA. The IDNR - OWR will require that the hydraulic analysis demonstrate no net increase in stream velocities and no increase in flood elevations greater than 0.1' for all storm events. AES will coordinate this submittal and approval process from both agencies. In addition, AES will obtain a consultation from the IDNR and the IHPA to verify that threatened & endangered species as well as historic areas are not located within the project areas.

AES will also assist the Village with obtaining the Kane/DuPage Soil Erosion & Sedimentation Control Permit. In doing so, AES will coordinate requests for additional information and/or revisions to the plan and will ensure that all dewatering, soil erosion, and sediment control measures will be in accordance with requirements of the Kane/DuPage Soil and Water Conservation District and the Clean Water Act.

Last but certainly not least, AES will coordinate with the Village to ensure that the plans comply with the Downers Grove Stormwater and Flood Plain Ordinance.

Deliverable: Permit applications, submittals, and coordination to obtain permits for the project from the Corps, IDNR – OWR, IEPA, and the Kane/DuPage Soil Erosion and Sediment Control permits; SWPPP, pre-application and site meetings as necessary with agency representatives

Schedule: September, 2011 through April, 2012

Task 8: Means & Methods, Construction Observation & Record Drawings

Construction will be planned for the least amount of disruption to private property and high quality trees, particularly those that provide screening for the residents. As such, some of the banks may not be able to be graded back per the slope stability recommendations. In such cases, banks will be treated as much as feasible to limit additional erosion.

Most of the work will be performed with a small track-hoe and small Bobcat skid steer loader. A Menzi, which has four wheel independent suspension and imposes nominal impacts, and a track dump truck will be used to perform any work from within the creek itself. The soil boring drill rigs will access the creek from Fairmont, Lymon, Kenyon, and Washington. Construction equipment will also access from these locations and materials will be staged on the Village owned parcel off of Washington Street. The project team will rely on the Village to coordinate an agreement with the residents for access and construction on private property.

Streets will be swept daily as needed and erosion control measures will be in place at the close of each work day. Trees and brush will be trimmed and hauled out mechanically and removed manually when there is no access for equipment. They will not be dragged through the creek so as to limit sedimentation.

Grading design and operations will strive to balance dirt within the project areas rather than hauling off-site. Dirt will either be re-spread to balance cuts or outside of the floodplain limits, most likely within the upland area of the Village owned lot.

Dewatering will most likely be done with sandbags and pumps as allowed by the Corps. Technically the Corps prefers that flow be diverted around work areas to allow the migration of aquatic species, however, doing so may not be feasible within such a narrow creek. As much as possible, all work will be done in the dry so as to expedite construction, ensure quality, and limit sediment downstream. Dewatering discharge will be constantly monitored to ensure sedimentation is limited as is erosion from discharge velocities. Erosion control measures will be implemented to stay in compliance with the requirements of KDSWCD, the IEPA, the Corps, and the SWPPP.

The franchise utility companies will also need to be contacted to coordinate access and work within their easement(s) and under their overhead power lines. Utilities will be located by JULIE. The crews will limit disruption to private services as much as is feasibly possible.

An AES engineer will attend the pre-construction meeting and will visit the site three (3) times per week for approximately four (4) weeks to provide construction observation and clarification regarding the plan components, dewatering, access points, materials staging, traffic control, and soil erosion control. An AES ecologist will visit the site one (1) time per week to provide clarification regarding plan components. In addition, the engineer and ecologist will coordinate with contracting crews to prepare the field notes and record drawings. Any discussions or coordination with residents will be deferred to the Village.

Deliverable: Coordination with franchise utilities, pre-construction meeting, site visits, construction observation, field notes, and record drawings.

Schedule: May through mid June, 2012

Total Lump Sum Fee Tasks 1-8: \$105,300

Task 9: Additional Meetings

AES is available to attend public meetings or conference calls as deemed necessary by the Village. Meetings are billed on a time & materials basis or as mutually agreed upon with the Village. AES is also available to prepare presentation boards or other collateral material as requested by the Village.

Deliverable: Additional meeting(s) including preparation of supporting presentation material

Schedule: 2011 - 2012

Fee Schedules for Team Members:

AES

Senior Engineer	\$135/hour
Design Engineer	\$105/hour
Project Engineer	\$60/hour
Senior Ecologist	\$110/hour
Staff Ecologist	\$100/hour

IG Consulting

Professional Land Surveyor	\$175/hour
Survey Manager	\$125/hour
Crew Chief	\$110/hour
Surveying Technician	\$100/hour
Field Crew	\$190/hour

Terracon

Principal/Senior Geotechnical Engineer	\$185/hour
Project Engineer	\$125/hour
Technician	\$105/hour

The following page includes a broad fee schedule for all of AES' services:

Principal Ecologist	\$ 140.00 - 190.00/hour
Principal Ecotoxicologist	\$ 130.00 - 185.00/hour
Principal Environmental Engineer	\$ 130.00 – 180.00/hour
Senior Communications Consultant	\$ 170.00/hour
Senior Ecologist	\$ 110.00 - 160.00/hour
Senior Engineer	\$ 110.00 – 160.00/hours
Senior Geologist	\$ 180.00 – 200.00/hour
Senior Hydrologist	\$ 100.00 – 150.00/hour
Senior Landscape Architect/Planner	\$ 100.00 - 140.00/hour
Landscape Architect	\$ 90.00 – 120.00/hour
Staff Cartographer/GIS analyst	\$ 80.00 – 120.00/hour
Staff Ecologist	\$ 80.00 – 120.00/hour
Staff Engineer	\$ 100.00 - 150.00/hour
Staff Biologist	\$ 80.00 – 120.00/hour
Staff Ecological/Landscape Designer	\$ 80.00 – 120.00/hour
Associate Ecologist	\$ 75.00/hour
Associate Ecological/Landscape Designer	\$ 75.00/hour
CADD/GIS Draftsperson	\$ 70.00 - 95.00/hour
Technical Assistant	\$ 60.00/hour
Clerical	\$ 60.00/hour

Construction Oversight	\$ 80.00-120.00/hour
Technical Writing	\$ 100.00/hour
Automated Data Compliance/Processing	\$ 35.00/hour
GPS System	\$ 250.00/day

Transportation mileage	\$ 0.60/mile
Per Diem	\$ 50.00/person/day
Computer Plotting – Black and White	\$ 1.50/square foot
Computer Plotting - Color	\$ 3.00/square foot
Black and White Copies and Prints	\$ 0.10/page
Color Copies and Prints	\$ 0.25/page
11 x 17 prints – color	\$ 2.00/sheet
CD burning	\$ 1.00 each
DVD burning	\$ 5.00 each
Scanning – small document	\$ 0.10/page
Scanning – large document	\$ 3.50/square foot
GPS Equipment	\$ 200.00/day
Computer Processing	\$ 35.00/hour
Corporate Plane Air Fare	\$ 2.85/mile
Any additional services	Cost plus 15%
Air or public transportation	
Lodging	
Supplies, maps, documents, data sets	
Analysis of soil and water samples	
Ecotoxicology samples	
Reprographics	
Specialized equipment	

120 West Main Street, West Dundee, Illinois 60118 Voice: 847-844-9385, Fax: 847-844-8759
Corporate Headquarters: 17921 Smith Road, P.O. Box 256, Brodhead, WI 53520 Voice: 608-897-8641; Fax: 608-897-8486
Email: info@appliedeco.com • Website: www.appliedeco.com

Project Schedule

St. Joseph Creek S. Branch (11-0509)	2011												2012																							
Stream Bank Stabilization	JUL			AUG			SEP			OCT			NOV			DEC			JAN			FEB			MAR			APR			MAY			JUN		
5/27/2011																																				
Task 1: Land Survey																																				
Topographic Survey																																				
Construction Staking																																				
Task 2: Soils Analysis																																				
Borings and Soils Report																																				
Construction Testing (as needed)																																				
Task 3: Wetland Delineation																																				
Delineation and Report																																				
Task 4: Preliminary Design																																				
Kicki-off, concept and preliminary																																				
Task 5: Meetings																																				
Village Staff Meeting																																				
Public Meeting																																				
Task 6: Final Design																																				
Task 7: Permitting																																				
Corps, IDNR-OWR, IEPA																																				
KDSWCD, SWPPP																																				
Task 8: Construction																																				
Pre-con, Construction, Stabilization																																				

Schedule of Values

Proposed Base Lump Sum:				\$ 158,750.00
Design Alternates:				\$ 90,200.00
Contingency:				\$ 30,000.00
Schedule of Values				
Item	Qty	Unit	Unit Cost	Total
Project Area 1				
Selective Clearing	1	ls	\$ 20,000.00	\$ 20,000.00
Grading	200	lf	\$ 25.00	\$ 5,000.00
Bendway Weir	1	ea	\$ 1,500.00	\$ 1,500.00
Rock Toe Rip Rap	60	lf	\$ 165.00	\$ 9,900.00
Step Pools	2	ea	\$ 2,000.00	\$ 4,000.00
Native Seed	1	ls	\$ 1,500.00	\$ 1,500.00
Erosion Control	1	ls	\$ 2,500.00	\$ 2,500.00
SUB-TOTAL				\$ 44,400.00
Bid Alternate 1				
Remove Sediment	200	cy	\$ 130.00	\$ 26,000.00
Remove Ditch Concrete	50	lf	\$ 100.00	\$ 5,000.00
Seed	1	ls	\$ 500.00	\$ 500.00
Plugs	1500	ea	\$ 4.00	\$ 6,000.00
Erosion Control	1	ls	\$ 1,000.00	\$ 1,000.00
Alternate 1 Sub-Total				\$ 38,500.00
Item	Qty	Unit	Unit Cost	Total
Project Area 2				
Selective Clearing	1	ls	\$ 25,000.00	\$ 25,000.00
Hard Armoring	20	lf	\$ 250.00	\$ 5,000.00
Rock Toe Stabilization	150	lf	\$ 165.00	\$ 24,750.00
Additional Grading	50	lf	\$ 30.00	\$ 1,500.00
Native Seed	1	ls	\$ 1,500.00	\$ 1,500.00
Erosion Control	1	ls	\$ 2,500.00	\$ 2,500.00
SUB-TOTAL				\$ 60,250.00

Schedule of Values

Bid Alternate 2				
Stilling Basin Boulders	40	ton	\$ 200.00	\$ 8,000.00
Stilling Basin Rip Rap	220	ton	\$ 85.00	\$ 18,700.00
Alternate 2 Sub-Total				\$ 26,700.00
Item	Qty	Unit	Unit Cost	Total
Project Area 3				
Tree Removal	1	ls	\$20,000.00	\$ 20,000.00
Grading	120	lf	\$ 30.00	\$ 3,600.00
Bendway Weir	5	ea	\$ 1,500.00	\$ 7,500.00
Rock Toe Rip Rap	120	lf	\$ 165.00	\$ 19,800.00
Native Seed	1	ls	\$ 1,200.00	\$ 1,200.00
Erosion Control	1	ls	\$ 2,000.00	\$ 2,000.00
SUB-TOTAL				\$ 54,100.00
Bid Alternate 3				
Grading	200	cy	\$ 100.00	\$ 20,000.00
Seeding	1	ls	\$ 2,000.00	\$ 2,000.00
Erosion Control	1	ls	\$ 3,000.00	\$ 3,000.00
Alternate 3 Sub-Total				\$ 25,000.00
			CONSTRUCTION	\$ 158,750.00
			BID ALTERNATES	\$ 90,200.00
			CONTINGENCY	\$ 30,000.00
			DESIGN/SURVEY/SOILS/PERMITTING/PUBLIC MEETING	\$ 105,300.00
			3-YEAR VEGETATION MONITORING & MAINTENANCE	\$ 3,500.00
TOTAL				\$ 387,750.00



APPLIED ECOLOGICAL SERVICES, INC.

OUR MISSION

*We create ecologically driven land-use solutions
that are practical, economical and based on the best science and technology.
We inspire and enable stewardship of land, water, soil and air.*

OUR VISION

*To bring the science of ecology to all
land-use decisions.*

Sustainable Solutions for Over 30 Years

www.appliedeco.com

Midwest/Corporate
17921 Smith Rd
Brodhead, WI 53520
(608) 897-8641

Great Lakes
120 W Main St
West Dundee, IL 60118
(847) 844-9385

Northwoods
21938 Mushtown Rd
Prior Lake, MN 55372
(952) 447-1919

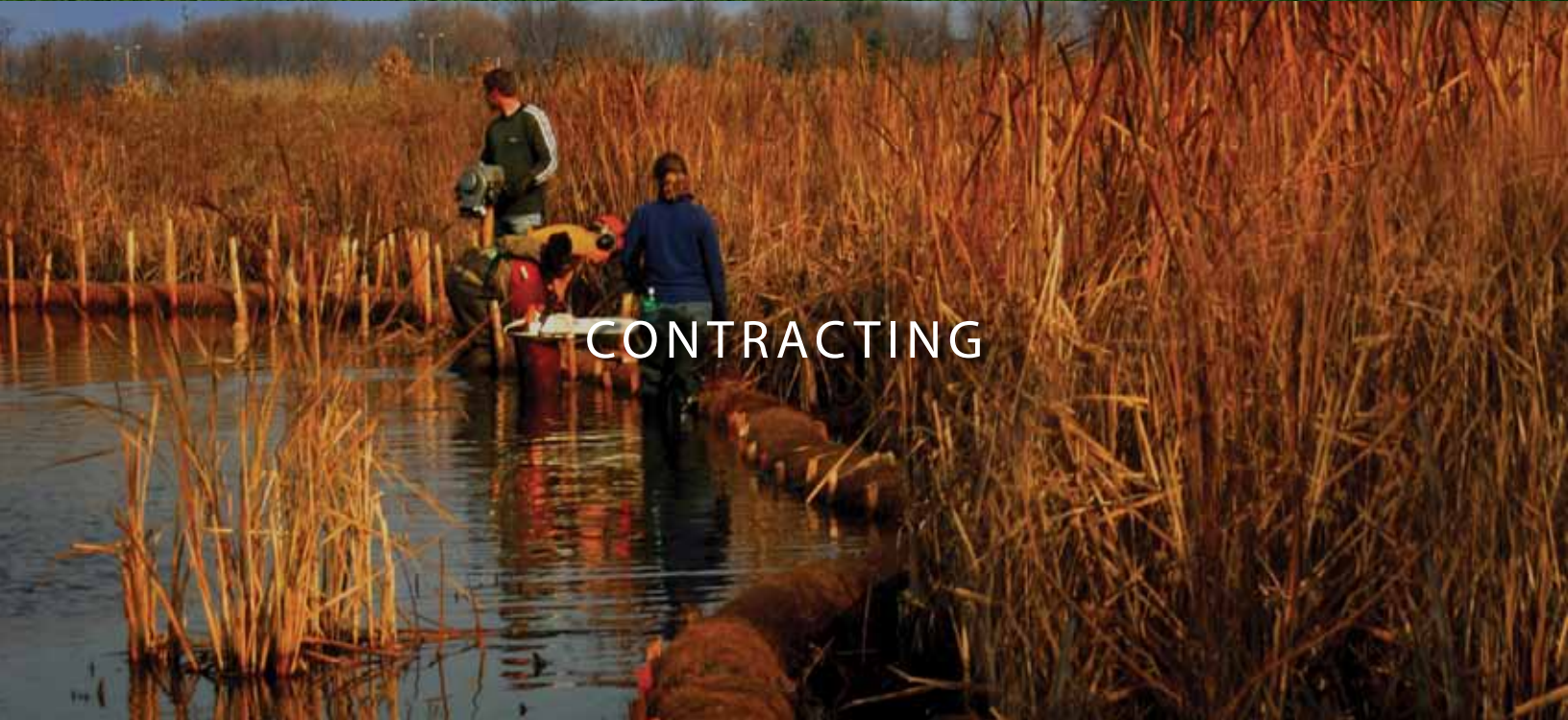
Great Plains
14501 S US 59 Hwy
Oskaloosa, KS 66066
(785) 863-2206

Atlantic Coast
1100 E Hector St, Suite 398
Conshohocken, PA 19428
(610) 238-9088

Northeast
1899 SR414
Waterloo, NY 13165
(608) 214-2361



CONSULTING



CONTRACTING



NURSERY

APPLIED ECOLOGICAL SERVICES, INC.



Design Based in Science

Applied Ecological Services is one of the leading ecological consulting firms in the world; we are dedicated to bringing the science of ecology to land-use decisions. AES applies science to provide **practical land-use solutions** that strike the most favorable balance between cultural needs, cost efficiencies and ecological sustainability. Our knowledge of ecological systems provides a solid foundation for creating balanced ecological designs and solutions that are sustainable, cost-effective and enduring.

More than the Sum of the Parts

Established in 1978, AES consulting and design services offer **comprehensive, coordinated expertise** in ecological science, sustainable civil engineering, landscape architecture and GIS. Consulting and design services are supported by an experienced contracting division that implements on-the-ground ecological projects, backed by one of the largest, most diverse native seed and plant nurseries in the U.S. This unique combination of in-house staff experience - bringing together ecology, engineering, design, data management, contracting and nursery science – provides innovation, accountability, flexibility, streamlined project management and most importantly, **designs that work**.

With offices in Wisconsin, Minnesota, Illinois, Pennsylvania, New York and Kansas, AES conducts projects throughout the U.S., Canada, Central and South America and occasionally in Europe and Asia. Our scientists and designers are familiar with virtually every biome in the Western Hemisphere. Our contracting and nursery employees are highly skilled, long standing team members fully capable of **executing complex projects** in challenging situations.

Reputation of Excellence & Innovation

AES has built its reputation by repeatedly finding creative solutions to complex environmental problems – for a wide variety of clients. By applying an Ecological Systems Approach™ with integrated teams made up of our talented staff as well as experts outside the company, AES is able to contribute **creative environmental solutions** that achieve or exceed client, stakeholder and regulatory objectives.

For example, AES is working with an outstanding planning firm on the Don River Redevelopment in Toronto, Ontario. Our scientists and designers played a key role in the design competition by informing the team of natural stream channel and estuary processes, ecologically based landscape architecture, stormwater quality and created wetlands. These features proved to be a critical part of the winning solution and became the central design elements of the project. The project has been awarded The Clinton Foundation Sustainability Award. With leadership that fosters a **culture of excellence**, AES and its customers are often recognized with much-appreciated awards and accolades.

Furthering Leopold's Land Ethic

Our professional and ethical credibility with agencies, customers and the public is based on our firmly held belief that we have a moral obligation to **protect and restore ecological health**. We believe, as penned by Aldo Leopold, *"A thing is right when it tends to preserve the integrity, stability and beauty of the biotic community. It is wrong when it tends otherwise."*

THE AES STORY



Founder, Steve Apfelbaum,
inspecting seed in the early days.

In the late 70s, the ruined landscape of the depleted iron mine in Jackson County, Wisconsin, was a mess. On piles of waste rock and tailings, Steven Apfelbaum joined with a colleague scientist in an unprecedented ecological experiment to restore the land with native plant species.

It was a risky prospect, using unproven technologies. In this test of native species vs. invasive non-natives, the idea was to create meaningful wildlife habitat rather than simply revegetate with harmful exotics.

The frustration was that native species seed was simply not available. Nor were there landscape contractors who understood the specialized installation techniques required of restoration work.

The experiment worked. And, thus was born the idea of Applied Ecological Services – a full-service ecological restoration company that could design and construct, healthy ecological systems in desperate need of restoration ... and that could propagate the seed and grow native plants.

The recipe for success was a combination of ecological knowledge (an emerging science at the time), restoration implementation techniques (adapted from farming) and a native plant nursery (collected from local genetics).

It was also a combination of pure science and entrepreneurial perseverance.

Apfelbaum started the nursery by wild-collecting native seed that he planted in a few small beds at his southern Wisconsin home. The Contracting Division grew with help from extraordinary farmer/ecologists Fred Faessler and John Ochsner who devised equipment and techniques that are now standard in this “industry.” And AES Consulting Services have evolved into a truly multi-disciplinary team of ecologically focused professionals.

Today, AES is known as a world leader in ecological science and consulting. AES has designed and installed thousands of acres of the most successful ecological restorations in the U.S. and lessons learned have been disseminated throughout the country.

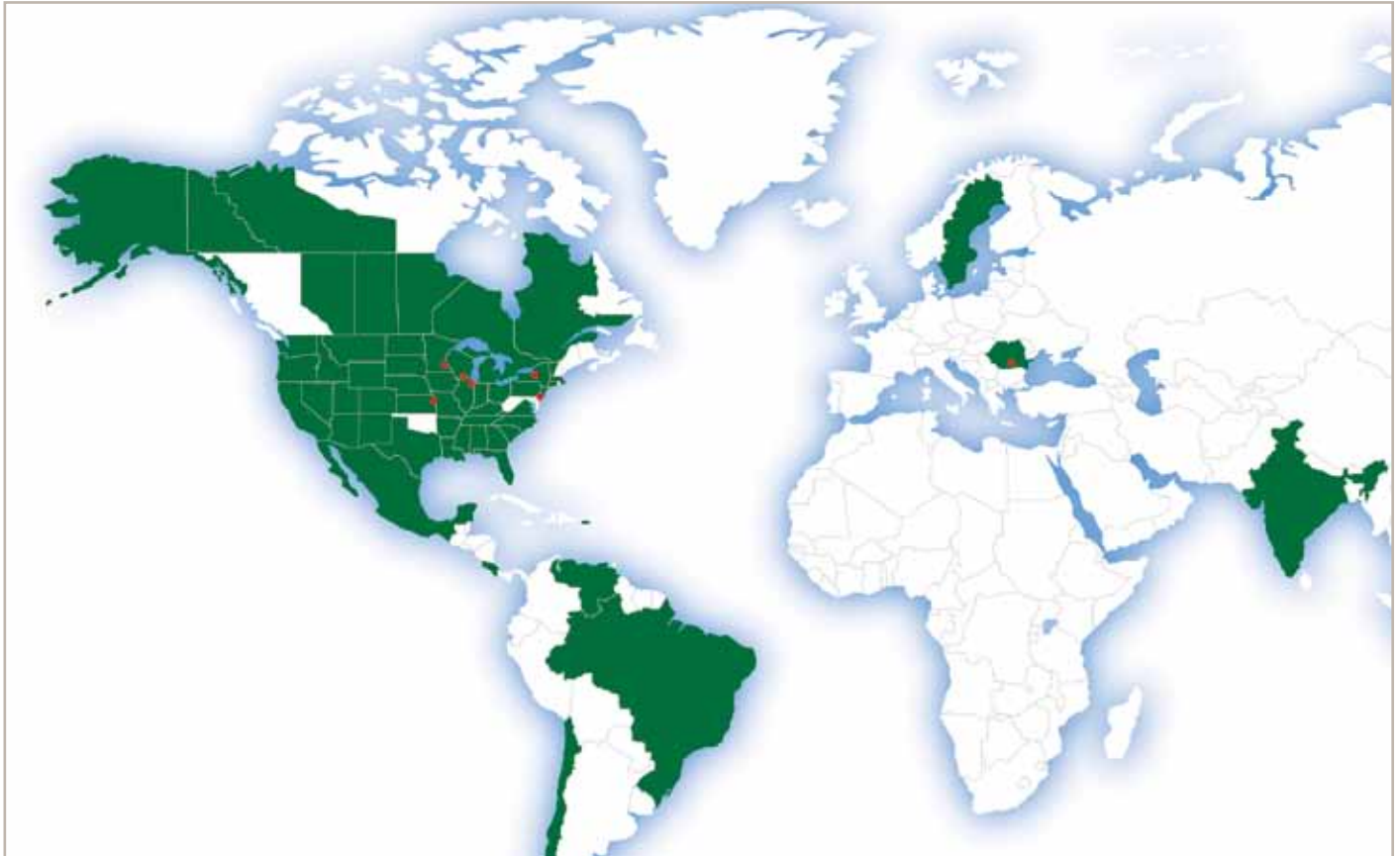
The native species nursery that Apfelbaum first planted?

Known today as Taylor Creek Restoration Nurseries, or simply AES Restoration Nurseries (with expanded locations in Minnesota, Kansas and New York to propagate local genetics) it’s now one of the largest, most diverse native plant nursery in the country.

Well, the AES story, like ecology itself, is dynamic, diverse and multi-faceted. And it goes on ...

GEOGRAPHIC SCOPE

From our six offices in the United States and one in Eastern Europe, we have led and/or worked on projects in 42 states and the District of Columbia, plus six Canadian Provinces, eight foreign countries, one US commonwealth and one US territory.



Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
District of Columbia
Florida
Georgia
Idaho
Illinois
Indiana
Iowa
Kansas

Kentucky
Louisiana
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Nebraska
Nevada
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio

Oregon
Pennsylvania
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
Wisconsin
Wyoming
Alberta
The Northwest Territories
Ontario

Quebec
The Yukon
Chile
Costa Rica
Guam
India
Mexico
Midway Atoll
Puerto Rico
Romania
Sweden
Venezuela

CONSULTING SERVICES



Credibility

Our science sets us apart. It provides the foundation of knowledge that we apply to create innovative designs. And because we have a solid foundation in science, our credibility with agencies, non-profits, and the public is very high. This allows AES to get stake-holders with radically differing agendas to reach consensus, and then allows us to design and execute complex projects.

Typically, our problem-solving work is conducted at the intersection of conflict between people and nature. Our scientific expertise in ecosystem structure and function provides a solid foundation for unifying what are often disparate – sometimes adversarial – approaches to land-use decisions.

Complete Service Package

AES consulting services integrate the disciplines of ecological science, sustainable civil engineering, landscape architecture and GIS. This interdisciplinary approach is essential to providing sustainable solutions required by complex, dynamic ecological problems.

Yet and always, the overarching principle for AES landscape architects, engineers, GIS specialists and of course ecologists, is the sustainable cohesion of flora and fauna, land and water that collectively comprise the natural world in which we live.

Cohesion, in our view, is also a planning approach that we prefer.

Collaboration

On complex assignments, AES consultants frequently work in concert with professional partners who collaborate both philosophically and with specialized expertise. We have been privileged to team with some of the most talented designers and planners to work on some of the most challenging and innovative projects on the planet.

CONTRACTING SERVICES



The award-winning Contracting Division of AES has been implementing and managing native ecosystems for almost 30 years. We perform only *ecological* contracting and restoration. We pride ourselves on having the determination, passion and creativity that guarantees successful projects at any scale.

Dedication to Our Craft

Our work may resemble landscaping on the surface, but when you dig deeper, you find that restoring health to the land requires an entirely different set of skills. “Ecological Restoration” is a general term that encompasses many different techniques and approaches aimed at restoring ecological health to the land. Often, these techniques and approaches have to be customized and adapted to individual circumstances. We have learned these facts over many years and many, many projects, with careful research and sharing ideas with others in our field. This is what we do.

Highly Regarded Reputation

We take our contracting business very seriously. We have earned our reputation for quality work by innovating and perfecting our techniques and organizational methods. But the key to consistently high-quality construction lies in the people who are doing the work. We hire people who have a great work ethic and a great attitude. They often have advanced degrees, and they share a passion for working with the land rather than behind a desk.

We train our staff in many facets of more traditional trades and follow professional safety, training, and legal protocols. We give them the support they need in quality equipment and management support. We supply them with high-quality materials with genetic integrity from our own nursery. We bring in expert advice from our Consulting and Nursery operations when appropriate, then we get out of the way and let our people work. The resulting outcome is often spectacular.

Dedication to Quality Outcomes

What sets us apart is our dedication to results. It is not enough for our crews to build in accordance with the specifications. We go the proverbial extra mile. We ask for – and even urge – collaboration with the project designers, since our intimate knowledge of our craft can often result in better projects, and we continue to work on those projects until ecological goals have been met. Our Consulting and Nursery staff are often brought into Contracting projects to provide expert advice and to ensure that the outcomes meet or exceed expectations.

RESTORATION NURSERY SERVICES



Why do we call ourselves “restoration” nurseries? Simply put, it’s a tip of the hat to a respected couple in our world: Mother Nature and Father Time. Prior to European settlement, our land was covered in prairie, savanna, woodland and wetland. Today, when we plant prairie, for instance, we plant it where it was prairie long ago. So, in truth, we are restoring it.

Culture of Excellence

We produce the highest quality *native, local-genotype* seed, plants and trees available. Our seed is collected within a 150-mile radius of each of our nurseries. We track seed origins diligently and carry more than one genotype. Most of our seed is nursery-grown in beds started from seeds collected ethically on native remnants. We still do some wild seed collection to preserve and promote diversity, by contract with landowners, but we never collect more than 1/3 of the seed present.

Taylor Creek Restoration Nurseries

Located in southern Wisconsin, Taylor Creek Restoration Nurseries is AES’ flagship nursery. With *three decades* of experience growing, harvesting and preparing seed, plants, shrubs and trees, Taylor Creek is the information and experiential resource for all our nurseries. Our staff has advanced degrees in horticulture, conservation, land-use planning and reclamation. Just as important as the diplomas, our people are passionate about promoting the use of native species. Taylor Creek supplies the southern Wisconsin/northern Illinois area and carries four distinct genotypes: Chicago Area Native Heritage™, Driftless Area Native Heritage™, Military Ridge Native Heritage™, and Sugar River Native Heritage™.



Spring Lake Restoration Nurseries

Our dedication to the philosophy of local genotypes is one of the reasons we opened Spring Lake Restoration Nursery in Prior Lake, Minnesota. We gathered stock of the species we needed and used our expertise in genetics and propagation to grow what was needed for native plant enthusiasts and projects in Minnesota, northern Wisconsin and parts of Iowa.

Kaw River Restoration Nurseries

Kaw River Restoration Nursery in Lawrence, KS, was also established to supply a project with the proper local species and genotypes. Kaw River is our newest nursery and it supplies hardy native seed, plants, shrubs and trees that are local Native Heritage genotypes of the greater Kansas/Missouri area.

Local/Regional Nursery Construction

Clients often need large volumes of local-genotype natives in areas not served by an ethical native nursery. In these cases, AES will build nurseries for large-scale production at reasonable cost. We’ve built nurseries for large-scale projects with The Nature Conservancy (TNC) and the Natural Land Institute. In the Military Ridge region of west-central Wisconsin, we built a native nursery for several partners including the Wisconsin DNR, TNC, the Prairie Enthusiasts, the Conservation League and the Wisconsin State Historical Society.

Most recently, we established a service nursery in upstate New York where we collected and processed over 1,000 lbs. of seed for the 1,200-acre Seneca Meadows restoration project. In every case, we hand-collect local-genotype seed to grow plants in our Taylor Creek greenhouses that are then used on the project site to ensure the genetic diversity of the local region is maintained.

LIST OF SERVICES



AES Consulting

Design – Research – Regulatory

- Ecological Restoration Design, Planning and Management
- Ecological Research, Assessment, Inventory, Analysis and Monitoring
- Mine, Quarry and Landfill/Brownfield Remediation Planning
- Site and Regional Master Planning
- Environmental and Water Resources Engineer
- Ecological Landscape Architecture
- GIS Services and Mapping
- Regulatory Permitting
- Public Process and Visioning
- Comprehensive Wetland Services
- Wildlife Studies and Management
- Threatened and Endangered Species Studies
- Streambank and Shoreline Stabilization
- Stormwater Management Design
- Sustainable Development Services
- Environmental Legal Discovery and Mediation

AES Contracting

Construction – Management – Maintenance

- Comprehensive Design-Build Services
- Construction Management
- Restoration and Phytoremediation Planting
- Shoreline, Streambank and Slope Stabilization
- Native Nursery Construction
- Native Landscape Installation
- Prescribed Burning
- Prescribed Herbicide Application

AES Restoration Nurseries

Seed & Plants – Research – Expertise

- Native plants and seed
- Native trees and shrubs
- Modular/native green roofs
- Specific genetic provision
- Propagation of locally sourced seed and plants
- Custom grow
- Contract grow
- Experimental propagation
- Nursery consulting
- Plant rescues
- Nursery design/build

SIGNATURE PROJECTS



Flambeau Copper Mine before, 1996



Flambeau Copper Mine (WI) after, 2005

AES Signature Projects

AES has literally conducted thousands of ecological projects, large and small, over 30+ years. For the sake of simplicity, we have selected only our "Top Ten" to very briefly demonstrate the breadth and complexity of some of our most important work.

Flambeau Copper Mine Reclamation

AES designed and constructed this 180-acre reclamation of the Flambeau Mining Company copper mine in Ladysmith, WI. The restoration of 10 different plant communities established new diverse wildlife habitat and protected the adjacent Flambeau River, a pristine northern Wisconsin recreational stream. The restored open-pit mine is now laced with hiking trails enjoyed by the local community which received a beautiful new parkland. And parent company Kennecott Minerals appreciated substantial savings because the restoration allowed mine closure permits to be obtained two years ahead of schedule.

Prairie Crossing Conservation Development

Featured in the New York Times, Wall Street Journal, National Geographic and elsewhere, Prairie Crossing in Grayslake, IL, is a nationally-acclaimed model of conservation development. AES designed, installed and, since the mid-90s, has maintained over 165 acres of prairie and 20 acres of wetlands in demonstrating the water-quality benefits of our Stormwater Treatment Train™. At the center of the neighborhood, swimmers, fishermen and four state-listed non-game fish species enjoy the clear, clean water of Lake Leopold which serves as the development's "detention pond".

Otter Creek Wetland Mitigation Bank

Otter Creek, the first privately owned and constructed wetland mitigation bank in the U.S., was the first of more than a dozen wetland banks AES has designed, planted, maintained and monitored since the early '90s. Now owned by the St. Charles, IL, Park District, the 56-acre created wetland is buffered by mesic prairie and riparian ecological systems that comprise a landscape used for public recreation and environmental education. The project demonstrated the effectiveness of large-scale, ecologically-managed created wetland as mitigation for development impacts that would otherwise have been mitigated by smaller, less diverse and unmanaged wetland parcels offering virtually no biodiversity benefits.

SIGNATURE PROJECTS



Johnson Creek: The Dallas Cowboys meet Ecology (TX)



Prairie Crossing Conservation Development (IL)

Downtown Toronto Don River Revitalization

For this intensely industrial Lake Ontario waterfront setting, AES integrated the design of restored natural systems with plans of a world-class design team that won a juried international design competition. The restoration design of the mouth of the Don River has energized a diverse collection of stakeholders including environmental groups, government agencies, industrialists and corporate leaders with a vision of renewed health of the river, lakefront and downtown areas. The concept plan offers multiple benefits for biodiversity and ecosystem health with sustainable multi-use development and upgraded park and transit systems.

Johnson Creek – A Vision of Conservation

Johnson Creek, a flood-prone corridor in Arlington, TX, between the Dallas Cowboys and Texas Rangers stadiums, had been the topic of extensive agency study since the early '80s. When a plan to channelize the waterway was rejected, AES was asked to develop a Vision of Conservation to stabilize creek banks, control flooding and provide recreation and habitat restoration opportunities within the 200-acre watershed. By integrating the creek into the high-visibility venue and incorporating ecological BMPs throughout, AES' leadership in the master planning process helped achieve stakeholder consensus and broad community support. In 2009, AES is providing construction management and oversight of the \$80 million project.

Reconstruction Planning in Romania's Mining Zone

In concert with the University of Wisconsin-Milwaukee and Universitatea Ovidius in Constanta, Romania, AES is helping to plan and achieve environmental and socioeconomic redevelopment of the extremely damaged lands of the Romanian mining zone. Under communist rule, this highly productive agricultural area of Romania was transformed into a mining landscape characterized now by massive open pits and unstable, hazardous waste piles. Today, as Romania enters the European Union, it is seeking to implement environmental programs to meet EU standards. The magnitude of the environmental problems in this region are intertwined with serious socioeconomic and educational needs. In this planning process, AES is contributing "real world" ecological design, applied research and implementation solutions to correct a host of environmental problems and help bring back the vitality and productivity of the land that once produced the highest quality vegetables in Europe.

SIGNATURE PROJECTS



Rio Piedras Natural Channel Design (PR)



GIS Stream Power Tool (Great Lakes, US)

Rio Piedras Natural Channel Design

When flooding of Rio Piedras in the University of Puerto Rico Tropical Botanic Garden prompted an agency design of a concrete channelization solution, AES proposed a more sustainable, ecological alternative using engineered landforms and restored tropical habitats. AES environmental engineers conducted a 3-D hydraulic model analysis, shear resistance analysis and HEC-RAS hydraulic modeling to design surface treatments, a low-flow channel and low-flow floodway shelf for conveyance of the typical bank-full flood stage. Native species selected for the Moist Coastal Forest zone and floodway vegetation perform the ecological “work” by improving soil stability, wildlife habitat and water quality.

Seneca Meadows Wetland Restoration

Seneca Meadows is the largest active landfill in New York. When it sought permits for an expansion, AES was asked to play a limited role – finding wetland mitigation sites. Once on-site, however, AES ecologists realized the impacts to forested wetlands were largely unnecessary. Rather, AES found an innovative way to restore 350 acres of adjacent wetlands and 600 acres of drained farm fields and dewatered forested wetland as mitigation for 70 acres of impact to highly disturbed wetlands. The permitted plan will not only restore 1,200 acres of natural areas, it will create a new nature center and five miles of trails in a restored landscape that serves as USEPA model project for future mitigation of large wetland impacts.

GIS Stream Power Tool

Stream impairment is due to changes in duration, frequency and magnitude of flow discharges (energy)...and these changes are generally tied to land-cover changes. While it is perhaps impossible to measure the energy in a stream, AES created a GIS “Stream Power Tool” that summarizes land-cover changes in an easily-derived metric. With grant funding from the Great Lakes Protection Fund, AES’ new GIS tool allows river restorationists to create “what if” scenarios with land cover changes to identify areas of maximum hydrologic restoration potential within a watershed.

Illinois Natural Areas Inventory

In the mid-70s, the Illinois DNR and Natural History Survey conducted an unprecedented inventory of high-quality natural areas in the entire state. Fast-forward 30 years to find AES ecologists combing the state to reassess the quality of documented natural areas and find additional ecological jewels that escaped the notice of the 1970s researchers. The result in 2011 of this multi-year project will be a full GIS database and mapping of all known “A” and “B” quality natural areas in the state. In addition to benefiting from state-of-the-art technology, AES is using two high-wing Cessnas for aerial reconnaissance prior to on-the-ground ecological investigation, data collection and analysis.

OUR PEOPLE



Steven I. Apfelbaum, MS
Senior and Principal Ecologist, Chairman

Steven has conducted ecological research, designed award-winning projects, successfully navigated regulatory programs, and contributed his unique creative scientific expertise and enthusiasm to over 1,500 projects throughout North America and beyond. He is one of the leading ecological consultants in the U.S., providing technical restoration advice and win-win solutions where ecological and land development conflicts arise. Apfelbaum has authored hundreds of technical studies, peer-reviewed technical papers, books, reports, ecological restoration plans, and regulatory monitoring and compliance reports. He promotes using ecological and conservation design principles in developments, industrial projects and parks that help clients save money while increasing

ecological functionality, improving public perception and generating award-winning outcomes. Apfelbaum is also a much sought after speaker at educational events focusing on ecological restoration, ecosystem assessment, alternative stormwater management and conservation development.



Carl V. Korfmacher, MLA
President

Mr. Korfmacher has been involved in the ecological restoration field for over fifteen years. He has had a leadership role at AES from the beginning of his tenure in 1995 and has participated in many of the company's most complicated and successful projects. In his current role as President, he has authority over the company's financial, technical, and administrative functions.

As a landscape architect, his interest lies in the development of sustainability principals that integrate the science of ecology with economic and social concerns. He has also played a key role in building AES's international business, particularly in Chile and Romania.

Mr. Korfmacher has intimate knowledge of all types of work that AES performs including research, design, construction, maintenance, and nursery operations. His efforts have led AES to enter new markets with new ideas, partnerships, and approaches developed through a team approach within the company.



Kim Alan Chapman, PhD
Principal Ecologist and Northwoods Manager

Kim has 25 years of experience in ecological research, natural resource planning, land restoration and land management. He has worked as staff ecologist for the Michigan Natural Heritage Program, as Midwest regional ecologist for The Nature Conservancy (TNC), and as science and stewardship director for the Minnesota Chapter of TNC. He has taught conservation biology, environmental studies, botany and vegetation management at the University of St. Thomas, University of Minnesota and Macalester College. His master's research focused on grassland ecology, and in his doctoral research he documented the differences in bird communities in response to development in nature reserves, rural lands and suburbs. He has authored or co-authored dozens of articles and reports for scientific and non-scientific publications, including Valley of

Grass: Tallgrass Prairie and Parkland of the Red River Valley, which won a Minnesota Book Award in 1999. Dr. Chapman's past projects have involved land and watershed evaluation, natural resource planning, ecological management and restoration, ecological research, botany, ornithology, Midwestern flora and fauna, grassland and forest ecology, mapping and GIS, vegetation classification, government programs and group process facilitation.

OUR PEOPLE



Randy L. Vogel, MS
Senior Ecologist and Chicagoland, Indiana Manager

Randy has over 25 years of professional experience in natural resource planning, impact analysis and habitat restoration. His educational training was as a plant taxonomist and ecologist and his experience includes mine reclamation, natural resource inventories, urban forestry, stream, wetland and natural community restoration, stormwater treatment and wetland delineations. He manages the Chicago, IL consulting office – supervising ecologists, landscape architects, engineers and GIS personnel. Previously Randy served in a State regulatory capacity where he supervised review of surface mining permits and development of

environmentally and ecologically sound reclamation methodologies. He was also employed in the not-for profit sector where he was actively involved in issues related to urban forestry, invasive plants, (including development of protocols for quarantine and testing of new ornamental plant introductions), and accidental exotic insect introductions. In the private sector Vogel has supervised numerous projects related to watershed planning and natural resource inventories. He also has been actively involved in the design and construction of stormwater BMPs in the watershed and in overall ecological restoration of disturbed lands. Vogel is currently managing AES's involvement in the update of the Illinois Natural Areas Inventory including field operations and GIS data management. He also directs AES's involvement in wetland mitigation banking activities, directing planning, construction, monitoring and maintenance activities for five wetland mitigation banks.

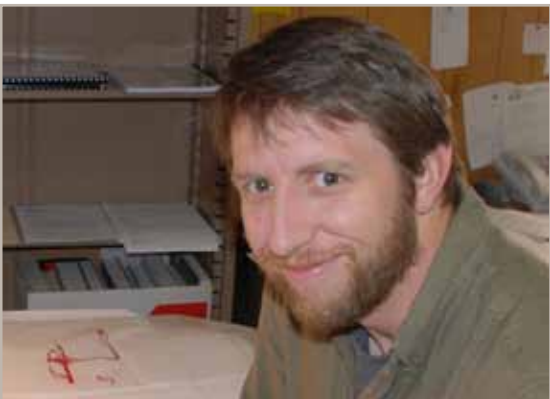


Scott Quitel, JD, MBA, Certified Arborist
Ecologist and AES Atlantic Coast Manager

Scott has an extensive and diversified background that brings together ecology, arboriculture, law, business and urban planning. His involvement with stream and marsh restoration projects has been augmented by tree surveys, vegetation inventories, reforestation and urban planning experience. He has worked on wetland monitoring and field investigations of soils and hydrogeology. Scott has a thorough understanding through these experiences of the ecology of the northeastern forest / piedmont region and Atlantic coastal plain environment.

With a Juris Doctor and an MBA, combined with his participation in the

Whitemarsh Township Environmental Advisory Board and Shade Tree Commission, Scott has a broad background in the legal, business, and policy aspects of ecological and environmental management. This work has included meetings with state agencies, municipal leaders, and other stakeholders in New Jersey and Pennsylvania.



Jacob Blue, MS, RLA, ASLA
Ecological Designer/Landscape Architect
Registered Landscape Architect in Wisconsin, Pennsylvania, and Texas

Presently, Blue manages the landscape architecture department at AES. As a senior landscape architect he provides design direction and oversight as well as experiential expertise for large and small scale design and restoration projects. Because of his understanding of native plants and his design abilities, Blue is keenly aware of the public perceptions of restoration, preservation and native plants. He has provided key design leadership for corporate campus restoration plans, urban stream stabilization projects, conservation development projects, campus plans, and residential rain gardens. In addition he has led professional design charrettes, incorporating both scientific and design/aesthetic needs of a

site. Blue is a registered Landscape Architect and has conducted graduate ecology research.

OUR PEOPLE



Jason L. Carlson, MS, APA
Cartographer/GIS Specialist

Jason has seven years of professional experience in GIS and stream assessment, stream restoration, watershed planning, GIS database management, GIS landscape and vegetation modeling as well as overall cartographic and map design. As a consulting project manager, Carlson is active in all phases of GIS cartographic/spatial analysis, database creation/management, and GIS/GPS mapping techniques. In these projects Carlson and AES utilize ESRI's ArcView 3.x and 8.x technologies equipped with 3D Analyst, Spatial Analyst, and Image Analyst. Also used are AutoCad Map, Trimble and Garmin GPS technologies. Jason has also taken an active role in hydrologic data collection and instrumentation installation. He has worked as the field manager of several projects that have efficiently

implemented the use of piezometers, telogs, datasondes and sigma sampling units. Within Jason's field endeavors he has had an active role in research and mapping of bird territories and landscape vegetation patterns in the Quetico-Boundary Waters Region.



John L. Larson, PhD
Principal Ecologist

John has over 15 years of professional experience in ecological restoration and management planning and design, as well as in wetland delineations. His work not only addresses the flood control aspects of stormwater management, but also water quality enhancement and groundwater recharge benefits not normally possible with conventional designs. Dr. Larson's experience includes floristic analysis, land-cover type mapping, threatened and endangered species investigations and ecological design. He applies this experience to restoration design, natural resource inventories, wetland determinations, wetland mitigation, wetland permitting and design of detention/retention/infiltration systems for stormwater management and treatment.



Susan M. Lehnhardt, BA, BS
Ecologist

Susan is a staff ecologist and project manager with over 14 years of professional experience in ecological assessment and restoration planning, and extensive field experience in native plant communities throughout the contiguous US, Alaska, Canada, and parts of Central and South America. She directs and manages investigations in watershed restoration planning, vegetation monitoring in regulated wetlands, floristic and rare plant inventories, community classification and mapping, ecosystem health and habitat assessment, and restoration and management planning for public, corporate, and private lands. In developing an effective long-term restoration and management plan for a degraded urban savanna site in

Dane County, WI, she designed and implemented a long-term demonstration test plot program, which also served to engage and train volunteer stewards. She is researching the propagation and use of hairy-fruited lake sedge (*Carex trichocarpa*) an aggressive native mat-former in stream bank and wetland restorations to control exotic reed canary grass (*Phalaris arundinacea* L.).

OUR PEOPLE



Douglas M. Mensing, MS
Senior Staff Ecologist

Doug has over 15 years of professional and research experience in the ecological and environmental fields. He has applied expertise in: conservation planning, design, and development; low impact development (LID); multifunctional greenway corridor design; alternative/ecological stormwater management techniques; environmental review documents (e.g., AUAR, EAW); ecological inventory, assessment, restoration, monitoring, and management; natural resource damage assessments; wetland determinations, delineations, assessment, permitting and mitigation; wetland mitigation banking and monitoring; wetland vegetation and water chemistry monitoring; lakeshore and streambank restoration and bioengineering techniques; flora and fauna surveys; bioassessment techniques; and geographic information systems (GIS). As a consulting ecologist, Doug manages and provides technical support for a broad range of these types of ecological projects. Much of Doug's recent projects have focused on working with clients to design projects in a more ecologically sensitive fashion, conserving natural features and functions.



William W. Stoll, MA
Senior Staff Ecologist

Bill has nine years of professional experience in ecological assessment and management of natural, disturbed, and restored areas. He also has extensive project management experience on large-scale ecological studies and restorations projects. His work as a consulting ecologist includes natural resource assessments, vegetation monitoring, wetland delineations and permitting, threatened and endangered species surveys, and design of shoreline and stream restorations and comprehensive restoration plans. Large-scale project experience includes design and management of reclaimed surface mine and landfill sites and assessment and management plans for urban greenway, preserves, and parks. Stoll currently manages AES' contract to provide natural resources management services to the Chicago Parks District as well as a project to develop a Habitat Conservation Plan for four threatened and endangered species in Illinois.



Steve Zimmerman MS
Staff Ecologist

Steve has seven years of professional experience in aquatic system biology, hydrology, and restoration including fisheries management, stream assessment, stream and shoreline restoration, watershed planning, wetland delineation, erosion control, hydrology monitoring, water chemistry monitoring, and vegetation monitoring. As a consulting ecologist and project manager, Zimmerman is active in all phases of wetland, stream, or pond management. He is proficient in stream health evaluations and has hands on experience with fish community sampling and habitat analysis/restoration using a variety of sampling techniques such as Karr's, Simon's and the EPA's version of the Index of Biotic Integrity (IBI), Macroinvertebrate Biotic Index (MBI), Qualitative Habitat Evaluation Index (QHEI), and Rosgen's stream restoration designs. He has also researched and developed lake, stream and watershed studies, including watershed management plans, feasibility studies and stream inventory/restoration studies.

OUR PEOPLE



Jill Enz, MLA, ASLA
Ecological Designer/Project Manager

Jill is responsible for design and management of conservation development and large-scale land-planning projects. Enz has written conservation development guidelines for community master plans, and has assisted and led community design charrettes to resolve concerns of diverse stakeholder interest groups. She has prepared successful rezoning applications for conservation developments and has presented information at township and county planning board meetings to attain approval for zoning changes. Enz is also adept at large-scale GIS analysis, and has direct experience preparing economic cost estimates comparing conservation developments with conventional developments.



John L. Roll, PhD, PE
Senior Environmental Engineer
Registered Professional Engineer in Wisconsin, Illinois,
Minnesota, Pennsylvania, New York and New Jersey

John has experience on a variety of water quality, water resource, hazardous materials, Best Management Practices (BMPs) sediment control, and environmental engineering projects including: planning, acquiring, and administering environmental and reclamation operating permits; soil & water quality analyses; hydraulic studies; groundwater contaminant transport studies; stormwater management planning; erosion control design; Phase I and Phase II environmental site assessments; environmental audits; and hazardous materials inventories. Dr. Roll has designed BMP structures for non-point source runoff from surface coal

mining operations, development activity, and for watershed planning.



Gary Paradoski, BS, PE
Senior Engineer/Land Development Services
Registered Professional Engineer in Illinois, Michigan, Kansas, Iowa, and
Texas

Gary Paradoski is the Senior Engineer of the AES Illinois office. His duties at AES encompass design and oversight of engineering projects primarily focused on water quality, water resources, Best Management Practices (BMPs), and sediment control. Many aspects of these projects include acquiring and administering permits, hydraulic studies, storm water management planning, preparation of construction documents, erosion control design, and natural resources surveying. Gary earned his B.S. in Civil Engineering with an emphasis in Construction at Lawrence Technological University in Southfield, Michigan. He attended the U.S.

Army Surveyor Advanced Training and is a licensed Professional Engineer in Illinois and Michigan. Gary has six years of extensive land surveying experience including construction staking, preparation of boundary, topographical, ALTA surveys, and plat and easement documents. He has over thirteen years of experience with site and road construction as well as designing and entitling sites for private land developers. Gary's experience includes utility and road layout and construction, design of underground utilities, roads, grading, land balance, and storm water management. He also has extensive experience coordinating the entitlement process through local, county, and state agencies, and the U.S. Army Corps of Engineers. Gary has also provided expert witness testimony regarding storm water quality and detention.

OUR PEOPLE



Edward M. Kallas III, PE
Staff Engineer
Registered Professional Engineer in Wisconsin

Ed has seventeen years of experience associated with the development, design and construction of various civil engineering projects. Ed has worked on a variety of different projects including commercial and residential site developments, street, road and parking lot construction, water main and sanitary sewer extensions and storm water management facilities. Ed is a Staff Engineer for AES and regularly creates project designs for an array of different projects. In his past experience, Ed has served as Project Manager, Engineer, Inspector/Resident Engineer, Survey Crew Chief, etc.—regularly coordinating project scope, budget, and schedules;

completing project permit applications with various local, state, and federal agencies; determining grading, laying out geometry, developing roadway templates, calculating earthwork quantities, planning utilities, determining pavement designs, modeling storm water run-off and designing detention pond facilities. Ed is proficient in Microsoft Office, AutoCAD Civil 3D, Autodesk Land Desktop, AutoCAD LT, MicroStation V8, AutoTurn, Hydraflow Hydrograph and Storm Sewer, TR-55 and Eagle Point Software.



Todd A. Polacek, BS
Project Development Manager, Staff Biologist - Limnology

Todd is responsible for business development at AES – often focused on remediation and mitigation projects during the initial stages. He is adapted to function with a wide variety of different clients and business units within AES including corporate partners, municipalities, developers, NGO's, agency staff and private landowners. With technical training and experience in limnology and fisheries, he is well-versed in water quality parameters, chemical constituents and water resource related natural resource projects. Todd previously performed business development and sales for Restoration Nurseries (AES subsidiary) 2005-2010 and worked closely with the Nursery Director to increase sales from ~\$1M to \$2.5M including direct involvement in several native material contracts around

\$1M. Prior to joining AES, Polacek acquired six years of business experience as owner and manager of Madison Outfitters Ltd. and has maintained a presence in the fly fishing tackle, travel and guiding industry since. He has extensive experience leading planning, organizing and executing guided fly fishing excursions, maintaining up to 150 annual bookings. Todd has been licensed and insured as a Wisconsin professional guide since 1996. Prior to this, he worked at USFWS and WDNR – sampling fish, invertebrates and macrophytes, and maintained electrofishing equipment. He used radio telemetry to track paddlefish migrations. He also conducted research on interaction between zebra mussels and native mussels in the upper Mississippi River, organized data and maintained an extensive database. Fisheries, macroinvertebrate and water quality experience has been put to use on several lake design quarry projects and for monitoring of AES stream restoration projects.



Troy Anderson, B.S.
Vice President, Contracting Division

Troy has worked in the ecological restoration field for over a decade, developing a skill set that combines proven management abilities with extensive hands-on experience, knowledge of cutting-edge bioengineering techniques, and solid understanding of native plants and ecosystems. As AES Contracting Division Manager, Troy manages the three branches in Wisconsin, Minnesota, and Kansas. He has provided on-site management for a multitude of large-scale projects in Colorado, Iowa, Wisconsin, Missouri and Illinois. He has overseen restoration projects for private landowners, county forest preserve districts, park districts and other government agencies. Troy has worked with The Nature Conservancy

on projects ranging from research to planning and implementation. He also conducted corporate landscape planning and restoration at American Family Insurance, previously serving as Habitat Enhancement Coordinator at the firm's 400-acre corporate headquarters in Madison, WI where he implemented grassland and woodland restoration techniques. Troy has also worked as a Conservation Ranger, where he honed his fieldwork, ecosystem management and species identification skills. Most recently, Troy conceptualized, founded and formalized The National Ecological Contractors Association (NECA) for a two-

OUR PEOPLE



Joshua D. LaPointe, BS
Senior Restoration Project Manager

After graduating from the UW system, Josh worked for the Aldo Leopold Foundation as a restoration associate, managing and restoring the Leopold shack property and working with local landowners to promote the Leopold land ethic. Josh began work with AES as a staff ecologist, managing all hydrological monitoring and reporting while also assisting with vegetative monitoring, wetland delineations and natural resource inventories. Josh then transferred to the AES Contracting Division as a Restoration Project Manager, where he has managed many large- and small-scale wetland and prairie restoration projects. He is experienced in crew supervision, including installation and management of native seeds, plants, shrubs and trees. He is also well-versed in project site management

activities such as mowing, herbicide application, soil preparation and installation of herbivory-protective fencing and erosion control matting. He has participated in well over 100 prescribed burns.



Matthew Lasch, BA
Minnesota Branch Contracting Manager

Matt took over the Minnesota Branch Contracting Manager position in 2008. Since joining AES Matt has been involved with all aspects of project development and implementation for several conservation developments and ecological restorations. His Branch Manager responsibilities include client relations, site analysis, restoration scheduling, crew assignments, safety, and construction oversight. His previous experience with AES was as Crew Leader for 2½ years. As crew leader, Matt prepared and scheduled projects, implemented work directives, documented the completion of ecological work, and worked with clients. Prior to working at AES, Matt supervised intramural leagues as a Student Director at the University of Minnesota, Morris (UMM) and was captain and coach of the UMM

Men's tennis team. Since 1993 he has trapped and banded migrating raptors along Lake Superior's North Shore with another researcher. In 2005 he completed an analysis of 30 years of migration data from that location and wrote a paper on raptor migration trends. While a student, Matt worked on other ecological issues, including a study of river insects in an agricultural region.



Michael J. McGraw, BS
Wildlife Ecologist/ Field Biologist

Michael is a Wildlife Ecologist and Field Biologist for the Atlantic Coast Branch of AES. With nine years of professional experience, Michael has performed an extensive variety of reptile, amphibian, and avifaunal surveys in eastern United States with a strong emphasis on endangered, threatened, and species of concern. As an experienced biologist and ecologist, Michael also conducts project design, project management, handles client interaction, writes technical reports and proposals, and business development. Through relationships with state regulatory agencies and colleagues, Michael has shared data and assisted with wildlife corridor design for species-specific and animal size/locomotive-type groupings as well as road mortality analysis in New Jersey, Florida,

and Mississippi and is familiar with numerous state wildlife corridor BMP's.

OUR PEOPLE



Sandy Batunkyi, BLA
Ecological Designer

Sandy is the newest member of the AES East team. She received her Bachelor of Science in Landscape Architecture from Temple University. As a non-traditional student at Temple Ambler Campus, she played an active role in crafting gardens where students can be immersed their study of landscape architecture. She was a co-designer during the preliminary design development of the Ernesta Ballard Healing Garden as well as helped in the installation of hardscape and plant materials for the Albright Winter Garden and the Callabaro Conifer Garden. Sandy brings an additional skill set as a residential garden designer and gardener who is able to provide sound yet, creative solutions for her clients. As an employee at AES, Sandy has assisted in a wide variety of projects from

vegetative assessment of Sycamore Island to preparing and implementing hydrologic and hydrologic sampling of ponds and stream in Hernando, Mississippi.



Aaron Kubichka, BS
Contracting Project Manager

Aaron is a Wisconsin Contracting Project Manager with ten years of experience designing, scheduling, installing and conducting on-going maintenance and management activities. He has managed hundreds of ecosystem restoration and management projects involving wetlands, prairies, woodlands and streambank/riparian environments. Kubichka has conducted vegetative monitoring, seeding, planting, brush removal, prescribed burning, erosion control, herbicide application, seed collection, mowing, invasive species control, GPS and GIS projects. He is familiar with all project management functions including client communications, estimating, contract administration, documentation, project tracking and invoicing.



Corrine Daniels, BS
Vice President, Restoration Nurseries

Corrine provides professional management for the most diverse, multi-state, native seed and plant nursery operation in the Midwest. During over a decade of experience at AES, she grew the nursery from a local \$400,000 per year operation to a \$2.1 million dollar per year division while expanding the operation from 70 acres to over 400 acres in three states. Daniels' skill set combines strong horticulture and field experience with proven business management abilities and an extensive background in all aspects of leadership and personnel management. Her ability to control costs while increasing product quality has contributed greatly to the nurseries' success.

As part of the AES key management team, Daniels is instrumental in strategic planning. During pivotal growth years, she has chaired the communications and operating procedures committee and served on the website development team. She also organized and founded the firm's newsletter and employee recognition program.

Daniels has complete P&L responsibility as well as strong sales and marketing experience. She works closely with partners in both the private and public sectors, including non-profit agencies. Her proudest achievements include producing the highest quality line of native plants in the Midwest and developing a very deep and dedicated team of employees. By working her way up from an AES field hand to Principal Manager, Corrine offers exceptional background and insight for nursery business operations management.

ACCOLADES



South Milwaukee School, South Milwaukee, WI



Bull Valley Conservation Development, Woodstock, IL

U.S. EPA & Chicago Wilderness

- U.S. Environmental Protection Agency & Chicago Wilderness Conservation and Native Landscaping Award, 2007.
- *Arquilla Naturalized Stormwater Basin, Algonquin, Illinois.*
- U.S. Environmental Protection Agency & Chicago Wilderness Conservation and Native Landscaping Award, 2006.
- *South Milwaukee School, Milwaukee, Wisconsin.*
- U.S. Environmental Protection Agency & Chicago Wilderness Conservation and Native Landscaping Award, 2005.
- *Sanctuary of Bull Valley Conservation Development, Woodstock, Illinois.*

American Public Works Association (APWA)

- Project of the Year Award; Environmental, Over \$10 Million, 2004.
- *Village of Lincolnshire North Park Project, Lincolnshire, Illinois.*
- Public Works Project Excellence Award, 2004.
- *Village of Lincolnshire North Park Project, Lincolnshire, Illinois.*
- Project of the Year Award; Transportation, Over \$10 Million, 1997.
- *Metra North Central Commuter Service Project, Chicago, Illinois.*

Associated General Contractors of America (AGCA)

- Safety Excellence Award, 2005.
- Safety Excellence Award, 2010.

American Institute of Architects (AIA)

- AIA Wisconsin Merit Design Award, 2006.
- *Renal Dialysis Center Project, LaCrosse, Wisconsin.*

American Planning Association (APA)

- Best Plan Award, 2002.
- *Muskego Conservation Plan, Muskego, Wisconsin.*
- National Planning Awards; Outstanding Planning Award, 2000.
- *"Blueprint of Liberty – Future Land-Use Plan," City of Liberty, Missouri.*

American Society of Landscape Architects (ASLA) (National)

- Honor Award, 2009.
- *Unnamed U.S. University*
- Analysis and Planning Award of Excellence, 2005.
- *Noisette Community, North Charleston, South Carolina.*
- Illinois Chapter ASLA Merit Award, 2005.
- *Gary Green Links Greenway Master Plan, Gary, Indiana.*
- Illinois Chapter ASLA Honor Award; Historic Landscapes, 2003.
- *Town of Fort Sheridan, Fort Sheridan, Illinois.*
- Analysis & Planning Merit Award, 2003.
- *Menomonee River Valley Project, Milwaukee, Wisconsin.*

ACCOLADES



Metra Stateline Wetland Bank, Chicago, IL



Fort Sheridan Ravine Stabilization, Fort Sheridan, IL

- Illinois Chapter ASLA; Outstanding Professional Achievement Award, 2003.
 - *Alfred Caldwell Lily Pool Project, Chicago, Illinois.*
- Wisconsin Chapter ASLA Recognition Award; Environmental Enhancement, 2002.
- Illinois Chapter ASLA Honor Award, 2000.
 - *Lincoln Park North Pond Rehabilitation, Chicago, Illinois.*
- Illinois Chapter ASLA Merit Award; Planning and Analysis, 1998.
 - *Grayslake Central Park Master Plan, Grayslake, Illinois.*
- Illinois Chapter ASLA Merit Award; Outstanding Professional Achievement, 1998.
 - *Grayslake Central Park Master Plan, Grayslake, Illinois.*
- Illinois Chapter ASLA Public Recognition Award, 1995.
 - *Chicago Botanic Garden – Skokie River Restoration, Glencoe, Illinois.*

Wisconsin Environmental Working Group

- Wisconsin Business Friend of the Environment Award, 2009.

Consulting Engineers Council of Illinois

- Environmental Honor Award, 1996.
 - *North-South Tollway (I-355) Wetland Mitigation, DuPage County, Illinois.*

Illinois Landscape Contractors Association (ILCA)

- Excellence in Landscape Gold Award, 2003.
 - *Alfred Caldwell Lily Pool Project, Chicago, Illinois.*

City of Chicago, Illinois Mayor's Office

- Chicago Landmark Award, 2003.
 - *Alfred Caldwell Lily Pool, Lincoln Park, Chicago, Illinois.*

American Council of Engineering Companies of Missouri (ACEC)

- ACEC Special Project Award, 2005
 - * *Applied Ecological Services & Steiner Transystems received this award for Applied Ecological Services's work in preserving and enhancing the Rush Creek watershed area at Zona Rosa.*

The Rainforest Alliance

- Best Monitoring & Evaluation Methodology, 2006.
 - *Restoration of Mangrove and Dry Tropical Forests, Andamajo Watershed, Costa Rica.*

Green Building Council

- Green Building Council's LEED Silver Award, 2007.
 - *Aquascapes Green Roof Project, St. Charles, Illinois.*
 - * *Applied Ecological Services designed and built a green roof for Aquascapes which became an integral component in being decided for the award. (Artisan Design/Build won the award and Applied Ecological Services partnered with them).*

ACCOLADES



Mangrove Restoration, Andamojo Watershed, Costa Rica



Aquascapes Green Roof, St. Charles, IL

Minnesota Environmental Initiative

- Environmental Initiative Award, 2007
 - Lino Lakes (I-35E) Corridor Project AUAR for Green Building and Development, Lino Lakes, Minnesota.

City of Hernando, Mississippi

- Tree Preservation Planning Award, 2007.
 - Hernando West Project, Hernando, Mississippi.

Midwest Construction Magazine

- Top Specialty Contractor, 2007.

City of Toronto, Ontario, Canada

- Toronto Urban Design Award of Excellence, 2007.
 - Lower Don Lands, Toronto, Ontario, Canada.

Minnehaha Watershed Creek District

- Watershed Heroes Awards, 2007.
 - Excellence in Development; Locust Hills Conservation Development, Hennepin County, Minnesota.
 - * Applied Ecological Services completed the conservation planning and designed the open-space restoration plan for this project which proved to be a key to the success of the development. Locust Hills Developers, LLC. won this award and Applied Ecological Services was a subcontractor.

American Council of Engineering Companies

- Engineering Excellence Award, 2008.
 - Noisette, North Charleston, South Carolina.
 - * For studies, research, and consulting engineering services.

Royal Architectural Institute of Canada

- Special Jury Award-Sustainable Development, 2008.
 - * Applied Ecological Services was a partner with Michael Van Valkenburgh Associates (MVVA) and won this award through the 2008 National Urban Design Awards competition.

Wisconsin Green Building Alliance

- Focus on Energy Award of Excellence, 2009.
 - Exceptional achievement and overall excellence: The Spirit of Africa Exhibit, Baraboo, Wisconsin
 - * Applied Ecological Services was a partner with MSA, Kubala Washatco Associates, and The 106 Group on this project.

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Applied Ecological Services
Company Name

Date: 6/2/11

17921 Smith Rd.
Street Address of Company

gary.paradoski@appliedeco.com
Email Address

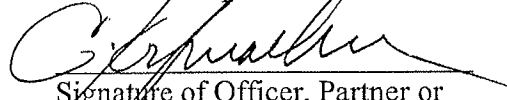
Brodhead, WI 53520
City, State, Zip

Gary Paradoski
Contact Name (Print)

608-897-8641
Business Phone

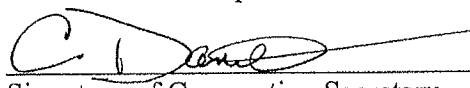
773-507-5814
24-Hour Telephone

608-897-8486
Fax


Signature of Officer, Partner or
Sole Proprietor

Carl Korfmacher
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: Applied Ecological Services
 ADDRESS: 17921 Smith Rd.
 CITY: Bradhead
 STATE: Wisconsin
 ZIP: 53520
 PHONE: 608-897-8641 FAX: 608-897-8486
 TAX ID #(TIN): 39-1611274

(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: C. J. [Signature] DATE: 6/2/11

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to St. Joseph Creek - North Branch - stream stabilization, proposer Applied Ecological Services hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

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

BY: C. Korfmacher **PRESIDENT**
Proposer's Authorized Agent

3	9	1	6	1	1	2	7	4
---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 2nd day of June, 2011.

Doreen A. Korfmacher
Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of
WI, which operates under the Legal name of _____,
and the full names of its Officers are as follows:

President: Carl Korfmacher

Secretary: Corrine Daniels

Treasurer: Carl Korfmacher

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

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

(c) Sole Proprietor

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

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

Insurer's Name Hausman - Johnson Insurance, Inc.

Agent Kerry Helbing

Street Address 700 Regent St.

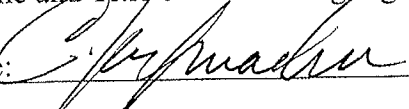
City, State, Zip Code Madison, WI 53725

Telephone Number 608-257-3795

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

Print Name of Company: Applied Ecological Services

Print Name and Title of Authorizing Signature: Carl Korfmacher, President

Signature: 

Date: 6/2/11

SUBCONTRACTORS LIST

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

1) Thornton Equipment Type of Work Excavation/Rock Structures

Addr: 12515 W. Frontage Rd. City Mokena State IL Zip 60448

2) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

BUY AMERICA CERTIFICATION

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

Instructions:

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

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

Certificate of Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Suspension or Debarment Certificate

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

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

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

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

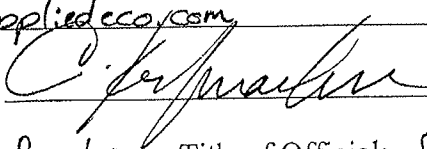
Company Name: Applied Ecological Services

Address: 17921 Smith Rd.

City: Bradhead, WI Zip Code: 53520

Telephone: (608) 897-8641 Fax Number: (608) 897-8486

E-mail Address: info@appliedeco.com

Authorized Company Signature: 

Print Signature Name: Carl Korfmacher Title of Official: President

Date: 6/2/11

CAMPAIGN DISCLOSURE CERTIFICATE

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

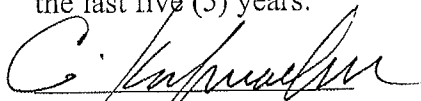
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

Carl Korfmaier, PRESIDENT
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

St. Joseph Creek – South Branch Streambank Stabilization

May 26, 2011

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ITEM AND DESCRIPTION CORRECTIONS:

1. **Construction Security – Page 11 of the original RFP contains the following text under section 12.1:**

The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's proposal by the Village, shall furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the construction cost portion of the Proposal. Said bonds shall guarantee the Proposer's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision that will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

This text has been revised to read as follows:

The awarded contractor, within thirteen (13) calendar days after receipt of the Notice to Proceed with Construction from the Village, shall furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the construction cost portion of the Proposal. Said bonds shall guarantee the Proposer's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision that will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

2. **Proposal Deadline – Per the issues raised at the mandatory May 23, 2011 pre-bid meeting, the proposal deadline has been moved to Friday, June 3, 2011 at 10:00 a.m.**

**END OF ADDENDUM NO. 1
MAY 26, 2011**

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM 1

PROPOSAL: St. Joseph Creek – South Branch Streambank Stabilization

PROPOSAL OPENING: June 3, 2011

ADDENDUM NO.: 1

PROPOSER: Applied Ecological Services

ADDRESS: 17921 Smith Rd. Brodhead, WI 53520

RECEIVED BY: Chuck Campbell
(NAME)

Charlie Campbell
(SIGNATURE)

DATE: 5/26/11

2011-2015 Capital Project Sheet

Project # **DR-022**

Project Description

Streambank Improvements, St. Joseph, South Branch

Project summary, justification and alignment to Strategic Plan

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

Cost Summary	New	Maintenance	Replacement	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
Professional Services										-
Land Acquisition										-
Infrastructure		X		150,000	100,000	100,000	100,000	100,000	2,025,000	2,575,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous		X			5,000	10,000	15,000	15,000		45,000
TOTAL COST				150,000	105,000	110,000	115,000	115,000	2,025,000	2,620,000

Funding Source(s)

243-Stormwater Fund	▼	150,000	105,000	110,000	115,000	115,000	2,025,000	2,620,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		150,000	105,000	110,000	115,000	115,000	2,025,000	2,620,000

Project status and completed work

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

In 2011, work will be done on the Barth Pond inlet at Fairmount.

None.

Impact-annual operating expenses	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Map/Pictures of Project



Internal staff information:

Priority Score **High**

Project Manager:

Jeff Loster

Program: **343** Department:

Public Works

2011-2015 Capital Project Sheet

Project # **DR-038**

Project Description

St. Joseph Creek, South (Sub C), Kenyon and Washington

Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves streambank stabilization of a badly eroded portion of St. Joseph Creek, South Branch, and the possible upsizing of storm sewer.

Cost Summary	New	Maintenance	Replacement	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
Professional Services				30,000						30,000
Land Acquisition										-
Infrastructure		X			200,000					200,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				30,000	200,000	-	-	-	-	230,000

Funding Source(s)

243-Stormwater Fund	▼	30,000	200,000							230,000
	▼									-
	▼									-
	▼									-
TOTAL FUNDING SOURCES		30,000	200,000	-	-	-	-	-	-	230,000

Project status and completed work

Work in 2011 would involve the procurement of a consultant and/or design/build contractor to begin design and permitting. It's anticipated that work would not be performed until 2012.

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

None.

Impact-annual operating expenses	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Barricading and erosion protection costs can be reduced.

Map/Pictures of Project



Internal staff information:

Priority Score **Med**

Project Manager:

Andy Sikich

Program: **343**

Department:

Public Works