

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 3, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
BID: SW-035 2nd and Cumnor Basin Planting and Landscape Improvements	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the SW-035 2nd and Cumnor Basin Planting and Landscape Improvements, to ENCAP, Inc. of Sycamore, Illinois in the amount of \$39,515.00.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY12 budget includes \$115,000 for this project in the Stormwater Fund.

RECOMMENDATION

Approval on the April 3, 2012 consent agenda.

BACKGROUND

The construction of the basin was completed in the fall of 2011. The basin was temporarily stabilized to prevent loss of topsoil during the winter for planting in the spring of 2012. The basin will have native wetland plants, native prairie seeding and trees installed to naturalize the area and reduce future maintenance costs. To take advantage of economy of scale, an alternate bid for installation of landscape improvements at the 8th and Cumnor basin constructed in 2010 has been included in the contract.

Five bids were received on March 12, 2012. A synopsis of the bids is as follows:

Contractor	Base Bid Amount	Alternate Bid Amount	Total Bid Amount
ENCAP, INC.	\$34,830.00	\$4,685.00	\$39,515.00
ASE ILLINI-SCAPES, INC. LAND RESOURCE MANAGEMENT GROUP	\$67,560.00	\$7,200.00	\$74,760.00
LANDWORKS, LTD.	\$77,511.00	\$9,000.00	\$86,511.00
MCGINTY BROS., INC.	\$90,031.50	\$8,667.00	\$98,698.50
	\$79,347.00	\$26,225.00	\$105,572.00

Staff and the Village's Construction Manager for this project, V3 Construction, have met with ENCAP, Inc. to review qualifications and the scope of the project. ENCAP was recently selected as one of the Village's prequalified streambank stabilization/native planting design/build contractors, and is qualified to perform this work. Staff recommends awarding this contract to ENCAP, Inc. as the lowest qualified bidder.

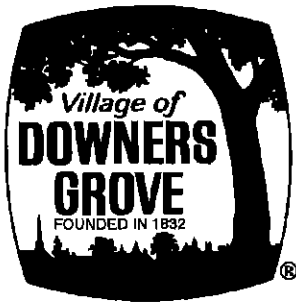
ATTACHMENTS

Capital Project Sheet SW-035

Contract Documents

Contract Signature Pages

Contractor Campaign Disclosure



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: ENCAP, Inc.
- II. Instructions and Specifications:
- A. Bid No.: SW-035-08
 - B. For: 2ND & CUMNOR BASIN PLANTING AND LANDSCAPING IMPROVEMENTS
 - C. Bid Opening Date/Time: MONDAY MARCH 12, 2012 @ 10:00 A.M.
 - D. Pre-Bid Conference Date/Time: TUESDAY, MARCH 6, 2012 @ 10:00 A.M.
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVENUE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: WEDNESDAY, FEBRUARY 29, 2012

This document comprises 45 pages

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

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

Village of Downers Grove

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: SW-035-08

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

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

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

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM
- VI. APPENDIX A - CONSTRUCTION AND SOIL SPECIFICATION
- VII. APPENDIX B - SECTION 329300 - PLANTS

All Bidders MUST submit the entire bid package, with one original Bid Form. Upon formal Award, the successful Bid will automatically convert to a Contract, and the successful Bidder will receive a copy of the executed contract upon formal award of the Bid with the Notice of Award.

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.

I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: Monday March 12, 2012 @ 10:00 A.M.
- 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Nathaniel Hawk, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with

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all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing 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 WILLING OR NEGLECTFUL FAILURE OF THE BIDDER 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 WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT.** No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder 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 Bidder.

- 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 Bidder. *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 Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder'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 Bids or the pre-bid 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 any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by

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the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein 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 Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.

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- 2.11 The Bidder shall complete and submit with the Bid 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.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid 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 Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.
- 3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

4. BID SUBMISSION

- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.
- 4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.
- 4.3 Bids shall be publicly opened at the hour and place indicated above.

5. BID MODIFICATION OR WITHDRAWAL

- 5.1 A Bid 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 Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

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5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.

5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

6. **BID REJECTION**

6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.

7. **BIDDER COMPETENCY**

7.1 No Bid 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 Bidder, 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.

8. **BIDDER DISQUALIFICATION**

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

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

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Bids 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 Bid Form.

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 Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation

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of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

- 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
- 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and
- 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

- 11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 Failure on the part of the successful Bidder 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 the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.
- 12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the

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Village may revoke the award. The Bidder shall then forfeit the bid 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.

- 12.3 By submitting a Bid, the Bidder understands and agrees that, if his Bid 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.

13. SECURITY FOR PERFORMANCE

- 13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

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 number will also be provided to the selected Bidder.

15. RESERVED RIGHTS

- 15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids 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 Bids, however, will not be waived.

16. CATALOGS AND SHOP DRAWINGS

- 16.1 Each Bidder 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 Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. HOURS OF WORK

20.1 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.

21. PERMITS AND LICENSES

21.1 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.

22. INSPECTION

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

23. DELIVERIES

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

24. SPECIAL HANDLING

24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor 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. Contractor 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.

25. NONDISCRIMINATION

25.1 Contractor shall, as a party to a public contract:

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

25.1.2 By submission of this Bid, the Contractor 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

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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 Bid.

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

26. SEXUAL HARASSMENT POLICY

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

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the Contractor's internal complaint process including penalties;

26.1.5 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

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

27. EQUAL EMPLOYMENT OPPORTUNITY

27.1 In the event of the Contractor'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 Contractor 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 Contractor agrees as follows:

27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

27.1.2 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

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for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- 27.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 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 Contractor'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 Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 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.
- 27.1.6 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.
- 27.1.7 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 Contractor 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 Contractor 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.

28. DRUG FREE WORK PLACE

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

28.1.1 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 Contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

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(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.

28.1.2 Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Village's or Contractor'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.

28.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 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.

28.1.6 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.

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor 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, Contractor 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.

30. PREVAILING WAGE ACT

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

30.2 Contractor 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

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Contractor 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.

- 30.3 Since this is a contract for a 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.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **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 A 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.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

31. PATRIOT ACT COMPLIANCE

- 31.1 The Contractor 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 Contractor further represents and warrants to the Village that the it 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 Contractor 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.

32. INSURANCE REQUIREMENTS

- 32.1 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,

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

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section.9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 32.2 Comprehensive 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".
- 32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 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.
- 32.6 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, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising

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out of operations performed; claims for bodily injury or death brought against the 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**.

- 32.7 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.
- 32.8 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.
- 32.9 If 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.
- 32.10 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, 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 Contractor, its employees, or its subcontractors.

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33.2 The Contractor 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 Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor 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 Contractor, its employees, or its subcontractors.

34. SUBLETTING OF CONTRACT

34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

35. TERMINATION OF CONTRACT

35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.

35.2 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 it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

36.1 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's 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 Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor 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.

36.2 The Village shall review each bill or invoice in a timely manner 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 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 it.

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- 36.3 As 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.
- 36.4 Please send all invoices to the attention of Nate Hawk, Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.
- 37. COMPLIANCE WITH OSHA STANDARDS**
- 37.1 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.
- 38. CERCLA INDEMNIFICATION**
- 38.1 The Contractor 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 Contractor, both before and after its disposal.
- 38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.
- 39. COPYRIGHT or PATENT INFRINGEMENT**
- 39.1 The Contractor 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 Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.
- 40. BUY AMERICA**
- 40.1 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).
- 40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.
- 41. CAMPAIGN DISCLOSURE**
- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove

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Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

41.3 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.

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

42. GUARANTEE PERIOD

42.1 The Contractor shall provide a guarantee in writing covering a minimum period of one (1) year after approval and acceptance of the Work. The Guarantee shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantees are required, they will be noted in the Special Provisions for this project.

43. SUCCESSORS AND ASSIGNS

43.1 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 Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

44. WAIVER OF BREACH OF CONTRACT

44.1 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.

45. CHANGE ORDERS

45.1 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, all parties must agree to any change, addition or price increase in writing.

45.2 Change orders for public works projects which authorize an increase in the contract price ~~that~~ is 50% or more of the original contract 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)

46. SEVERABILITY OF INVALID PROVISIONS

46.1 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.

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47. GOVERNING LAW

47.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

48. NOTICE

48.1 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 Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. COOPERATION WITH FOIA COMPLIANCE

50.1 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.

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

51.1 If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

III. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 The following standards shall govern the construction of the proposed improvements:
 - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (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, 2012; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2012; and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised March, 2006.
- 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. COOPERATION OF CONTRACTOR

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep 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.
- 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. The Contractor shall not replace him without prior written notification to the Village.

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

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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.

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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 36 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.

IV. SPECIAL PROVISIONS

The following Special Provisions shall modify, supercede, or supplement the Standard Specifications referred to in Section III - General Provisions.

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

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

SP-1 GENERAL SCOPE OF WORK

Description: The 2nd and Cumnor Basin Planting and Landscape Improvements shall generally consist of the following:

Base Bid:

- Removal of existing sediment and erosion control measures as necessary
- Soil import and placement
- Soil preparation
- Installation of wetland plant plugs
- Installation of prairie seeding
- Installation of erosion control blanket
- Installation of rain garden plugs
- Installation of landscape plantings including shade trees, intermediate trees, groundcovers, and perennials
- 1-Year Monitoring and Maintenance Period

Alternate Bid:

- 8th and Cumnor Landscape Improvements excluding trees

SP-2 QUALIFICATIONS OF BIDDER

In order to be considered a responsible bidder, in addition to those factors listed in Section 10.1 above, the bidder must have particular expertise in having successfully completed projects of a similar size and scope, specifically including soil preparation, planting for a naturalized (planted with native vegetation) storm water facility, native plant community management and maintenance, floristic monitoring and reporting, and compliance with native plant community establishment performance standards. Bidder must submit the following information (if sub-contractors are proposed, similar information must be provided for each entity):

a. Similar Project Experience

1. Bidder must provide detailed information regarding three (3) similar projects performed by the submitting firm within the past five (5) years.

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2. Bidder must submit a list of references of previous projects identifying the location of the work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact person as well as the Certification of Qualifications form with the Bid.
 - b. Proposed Project Team – identify a project manager and onsite construction supervisor (can be the same person), with qualifications. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.
 - c. Bidder must have a qualified botanist or ecologist on staff with accurate field identification skills regarding suitable hydrologic conditions for all specified plant species, including at least (2) years experience in plant installation within prairie and wetland ecosystems.
 - d. Current Capacity

SP-3 GENERAL CONSTRUCTION REQUIREMENTS

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.

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 residents.

SP-4 PRECONSTRUCTION VIDEOTAPING

Description: This work shall consist of furnishing all materials and labor required to perform a videotape 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 videotape shall be furnished to the Village in DVD format. Videotaping 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 videotape survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

Basis of Payment: This work will be paid for at the contract **LUMP SUM** price for:

PRECONSTRUCTION VIDEOTAPING,

which price shall be payment in full for the work as specified herein.

SP-5 STREET SWEEPING AND DUST CONTROL

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 any one or combination of the following: approved mechanical sweeping equipment, manual labor, or other approved techniques.

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Whenever ordered by the Engineer, especially for locations subject to a particularly high volume of traffic, the Contractor shall mechanically sweep the work site.

Basis of Payment: This work will be paid for at the contract unit price per **HOURLY** for

STREET SWEEPING AND DUST CONTROL,

which price shall be payment in full for the work as specified herein.

SP-6 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

Description: 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.

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

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.

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**.

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.

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

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

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.

Village of Downers Grove

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

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.

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.

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.

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for:

TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS,

which price shall be payment in full for the installation and maintenance of proper traffic control to protect the work and public for the duration of the Project.

SP-7 SOD, SALT TOLERANT, SPECIAL

Description: This item shall be done in accordance with the applicable portions of Sec. 252 of the Standard Specifications and the following provisions.

Parkway restoration work shall commence in a timely manner in areas disturbed by construction. Under no circumstances shall the Contractor prolong final grading, shaping and sod placement so that the entire project can be permanently restored at the same time.

This work shall consist of the excavation, topsoiling and sodding of areas as indicated on the plans or as directed by the Engineer. Restoration will also be performed on areas disturbed by construction.

All topsoil to be used for restoration shall be obtained from outside the limits of this improvement, transported to the site and placed at required locations to a minimum depth of 4". All materials shall meet the requirements of Art. 1081.05 of the Standard Specifications. All placement of topsoil shall meet the requirements of Sec. 211 of the Standard Specifications.

All sod shall be salt tolerant meeting the requirements of Art. 1081.03 of the Standard Specifications. All placement of sod shall meet the requirements of Sec. 252 of the Standard Specifications.

Village of Downers Grove

Date of Completion: Date of completion for Parkway Restoration shall be in accordance with Section 108 of the Standard Specifications.

For that period prior to full restoration, the Contractor shall backfill and grade all disturbed areas so as to insure the safety of the general public. Parkways shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free.

Basis of Payment: This work will be paid for at the contract unit price per **SQUARE YARD** for:

SOD, SALT TOLERANT, SPECIAL,

which price shall be payment in full for any excavation and grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering of sod.

Supplemental watering shall be paid for at the contract unit price per unit for **SUPPLEMENTAL WATERING.**

SP-8 EROSION AND SEDIMENTATION CONTROL

Description: Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing temporary erosion and sedimentation control systems as shown on the plans or as directed by the Engineer. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the SSRBC, except as amended herein.

All downstream ditches shall be protected from erosion and sedimentation by the installation of silt fence ditch checks, straw bales shall not be used. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of silt fence. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, filter baskets, or solid lids, as authorized in the field by the Engineer.

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

Silt Fence Placement, maintenance, and removal of silt fence at areas designated by the Engineer. The work shall be placed by methods and materials in accordance with Sections 280 and 1080 of the SSRBC, except as amended herein.

Basis of Payment: This work shall be considered **INCIDENTAL** to the project and no additional compensation will be allowed the Contractor.

SP-9 CULVERT PROTECTION REMOVAL AND RESTORATION

Description: This item shall consist of the removal and disposal of existing culvert protection, restoration of removal area with topsoil and installation of concrete flared end section grate.

Removal of culvert protection shall include excavation and disposal of all riprap, aggregate, filter fabric and the perforated riser pipe overflow structure. It shall be the responsibility of the Contractor to determine the depth and volume of excavation required to remove culvert protection. No additional compensation will be allowed because of variations from the assumed depth or volume of excavation required. It shall be the responsibility of the Contractor to obtain proper disposal locations. All removed materials shall be disposed of according to Article 202.03 of the Standard Specifications.

Culvert protection removal shall be performed in such a manner as to leave the existing concrete flared end section undisturbed and undamaged. Any re-adjustment, repair or replacement of the existing flared end section due to culvert protection removal shall be INCIDENTAL and completed to the satisfaction of the Engineer.

Topsoil shall be placed in area of culvert protection removal and the area shall be graded to meet the proposed contours shown on the plans. Topsoil shall be placed in accordance with the Construction and Soil Specifications (see specifications document).

The Contractor shall install a grate on the existing 36" concrete flared end section following removal of the culvert protection. The grate and mounting hardware will be provided by the Village.

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for:

CULVERT PROTECTION REMOVAL AND RESTORATION,

Unit prices shall include all labor, material, equipment and all incidental work herein specified.

SP-10 EXISTING EROSION CONTROL BLANKET REMOVAL

Description: This item shall consist of the removal and disposal of existing erosion control blanket.

Removal of the existing erosion control blanket shall include removal and disposal of all erosion control blanket and associated anchors, staples or pins. It shall be the responsibility of the Contractor to obtain proper disposal locations. All removed materials shall be disposed of according to Article 202.03 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for:

EXISTING EROSION CONTROL BLANKET REMOVAL,

Unit prices shall include all labor, material, equipment and all incidental work herein specified.

SP-11 PLAZA PLANTING BED PREPARATION

Description: This item shall consist of the removal and disposal of existing aggregate and placement of topsoil in the square plaza planting bed.

Village of Downers Grove

Existing aggregate shall be removed to a minimum depth of 3 feet. All materials removed shall be disposed of according to Article 202.03 of the Standard Specifications. Topsoil shall be placed in the plaza planting bed to match surrounding grade after natural settlement. All topsoil to be used for the planting bed preparation shall be obtained from outside the limits of this improvement, transported to the site and placed at required locations. All materials shall meet the requirements of Art. 1081.05 of the Standard Specifications. All placement of topsoil shall meet the requirements of Sec. 211 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for:

PLAZA PLANTING BED PREPARATION,

Unit prices shall include all labor, material, equipment and all incidental work herein specified.

SP-12 NATIVE BASIN PLANTING AND SEEDING

Description: This item shall consist of the soil preparation and installation of native container plants and native seeding.

SEE APPENDIX A – CONSTRUCTION AND SOIL SPECIFICATIONS

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for:

NATIVE BASIN PLANTING AND SEEDING,

which price shall include all labor, material, equipment and all incidental work herein specified.

SP-13 ECOLOGICAL MANAGEMENT

Description: This item shall consist of the ecological management and monitoring activities.

SEE APPENDIX A – CONSTRUCTION AND SOIL SPECIFICATIONS

Basis of Payment: This work shall be paid for at the contract unit price per **YEAR** for:

ECOLOGICAL MANAGEMENT,

which price shall include all labor, material, equipment and all incidental work herein specified.

SP-14 LANDSCAPE IMPROVEMENTS

Description: This item shall consist of the planting bed preparation and installation of landscape improvements.

SEE APPENDIX B – 329300 - PLANTS

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for:

LANDSCAPE IMPROVEMENTS,

which price shall include all labor, material, equipment and all incidental work herein specified.

Village of Downers Grove

SP-15 8TH AND CUMNOR LANDSCAPE IMPROVEMENTS

Description: This item shall consist of the planting bed preparation and installation of landscape improvements.

Landscape improvements shall be in accordance with the alternate bid plans titled "8th and Cumnor Storm Water Basin Beautification" dated June 1, 2011, completed by Hitchcock Design Group.

The Contractor will not be required to provide or install any trees as shown on the plans. Furnishing and installation of trees are excluded from this contract.

SEE APPENDIX B – 329300 - PLANTS

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for:

8TH AND CUMNOR LANDSCAPE IMPROVEMENTS,

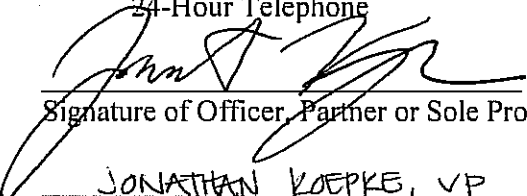

which price shall include all labor, material, equipment and all incidental work herein specified.

V. BID and CONTRACT FORM (Village)

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

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

<u>ENCAP, Inc.</u> Company Name	<u>March, 2012</u> Date
<u>1709 Afton Road</u> Street Address of Company	<u>jkoepke@encapinc.net</u> E-mail Address
<u>Sycamore, IL 60178</u> City, State, Zip	<u>Jonathan Koepke</u> Contact Name (Print)
<u>(815) 899-1621</u> Business Phone	<u>(815) 970-1671</u> 24-Hour Telephone
<u>(815) 899-6821</u> Business Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: if a Corporation	<u>JONATHAN KOEPKE, VP</u> Print Name & Title
 Signature of Corporation Secretary	

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 60 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid 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.

V. BID and CONTRACT FORM (Contractor)

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

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

ENCAP, Inc.
Company Name

March 2012
Date

1709 Alton Road
Street Address of Company

jkoepke@encapinc.net
E-mail Address

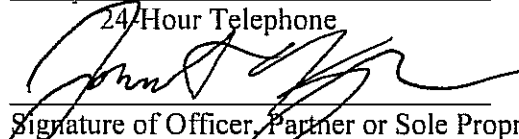
Sycamore, IL 60178
City, State, Zip

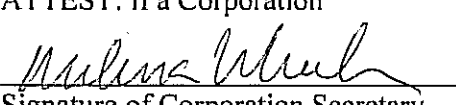
Jonathan Koepke
Contact Name (Print)

(815) 899-1621
Business Phone

(815) 970-1671
24 Hour Telephone

(815) 899-6821
Business Fax


Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Signature of Corporation Secretary

JONATHAN KOEPKE, VP
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 60 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove

SCHEDULE OF PRICES:

BASE BID

1. Demolition & Debris Removal

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
67100100	MOBILIZATION	LSUM	1	500	500
SP-6	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1	250	250
SP-5	STREET SWEEPING AND DUST CONTROL	HOUR	10	98	980
SP-4	PRECONSTRUCTION VIDEOTAPING	LSUM	1	100	100
SP-9	CULVERT REMOVAL AND RESTORATION	LSUM	1	650	650
SP-10	EXISTING EROSION CONTROL BLANKET REMOVAL	LSUM	1	1700	1700
SP-11	PLAZA PLANTING BED PREPARATION	LSUM	1	650	650
SUBTOTAL					4830-

2. Planting and Landscaping

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-7	SOD, SALT TOLERANT, SPECIAL	SQ YD	330	8.00	2640
25200200	SUPPLEMENTAL WATERING	UNIT	5	50	250
SP-12	NATIVE BASIN PLANTING AND SEEDING	LSUM	1	18,900	18,900
SP-14	LANDSCAPING IMPROVEMENTS	LSUM	1	4,110	4,110
SP-13	ECOLOGICAL MANAGEMENT	YEAR	1	1500	1500
21101810	COMPOST FURNISH AND PLACE, 3"	SQ YD	300	7.00	2,100
SUBTOTAL					30,000

Total Base Bid Amount (Sum of Item Nos. 1 thru 2)

\$ 34830-

ALTERNATE BID

1. 8th and Cumnor Planting and Landscaping

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-15	8TH AND CUMNOR LANDSCAPING IMPROVEMENTS	LSUM	1	4085	4085
SUBTOTAL					4085

Total Alternate Bid Amount

\$ 4,085-

Village of Downers Grove

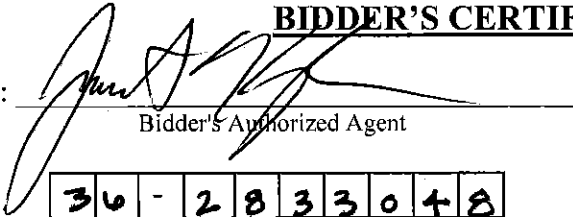
BIDDER'S CERTIFICATION (page 1 of 3)

With regard to 2nd and Connor Basin Planting and, Bidder ENCAP, Inc.
(Name of Project) landscape (Name of Bidder)
hereby certifies the following: improvements

1. Bidder 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. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder 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. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder 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. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder 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. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

BIDDER'S CERTIFICATION (page 2 of 3)

BY:


Bidder's Authorized Agent

36 - 2833048

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or

Social Security Number



Subscribed and sworn to before me
this 12 day of MARCH, 2012


Notary Public

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of ENCAP, Inc., and the full names of its Officers are as follows:

President: Mark Southern

Secretary: _____

Treasurer: _____

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

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

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

INSURER'S NAME: Partridge Insurance

AGENT: Larry Forsberg

Street Address: 2580 DeKalb Avenue

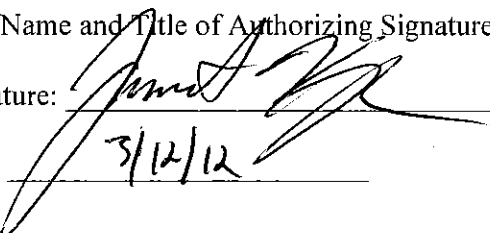
City, State, Zip Code: Sycamore, Illinois 60178

Telephone Number: 815-758-4447

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

Print Name of Company: ENCAP, Inc.

Print Name and Title of Authorizing Signature: Jonathan Koepke, Vice President

Signature: 

Date: 5/12/12

Village of Downers Grove

MUNICIPAL REFERENCE LIST

Municipality: Kane DuPage SWCD
Address: 2315 Dean St. St. Charles IL 60175
Contact Name: Kelsey Musich Phone #: 630.584.7961 ex 3
Name of Project: Windings of Ferson Creek
Contract Value: \$16,325 Date of Completion: 12/11

Municipality: Village of Wheeling
Address: 2 Community Blvd., Wheeling IL 60090
Contact Name: Steve Morris Phone #: 847.229.4809
Name of Project: Wheeling Diversion Channel
Contract Value: 7942 Date of Completion: 11/10

Municipality: Village of Melrose Park
Address: 1002 N. 27th Ave. Melrose Park IL 60160
Contact Name: Gary Marine Phone #: 708 343 5128 ex 224
Name of Project: Silver Creek
Contract Value: \$ 341,305.36 Date of Completion: 7/11

Municipality: Village of Glenview
Address: 1225 Waukegan Rd. Glenview IL 60025
Contact Name: Robert Steele Phone #: 8474865636
Name of Project: East Bank Streambank
Contract Value: \$107,761.78 Date of Completion: 9/11

Municipality: City of Aurora
Address: 44 E Downer Place, Aurora IL 60507
Contact Name: Dan Feltman Phone #: 630.844.3120 ex 7429
Name of Project: Various Projects
Contract Value: Varies Date of Completion: Varies

Village of Downers Grove

SUBCONTRACTORS LIST

The Bidder 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) None Type of Work _____

Addr: _____ City _____ State _____ Zip _____

2) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____



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: ENCAP, Inc.
ADDRESS: 1709 AFTON ROAD
CITY: SYCAMORE
STATE: IL
ZIP: 60178
PHONE: 815-899-1621 FAX: 815-899-6821
TAX ID #(TIN): 36-2833048

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: Sarah Rozny DATE: 3-8-12

Apprenticeship and Training Certification

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

Name of Bidder: ENCAP, Inc.

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

Not Applicable - Native Restoration Specialist

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

Print Name and Title of Authorizing Signature: JONATHAN KOEPKE, VICE PRESIDENT

Signature: 

Date: MARCH 12, 2012

Village of Downers Grove

BUY AMERICA CERTIFICATION

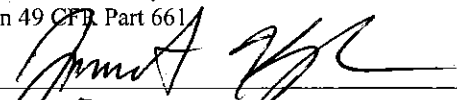
Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid 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 bidder 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 ENCAR, Inc.
Title Vice President
Date 3/12/12

Certificate of Non-Compliance

The bidder 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 BIDDER 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 Bidder 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 Bid 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 Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.


Company Name: ENCAP, Inc.

Address: 1709 Afton Road

City: Sycamore Zip Code: 60178

Telephone: (815) 899-1621 Fax Number: (815) 899-6821

E-mail Address: jkoopke@encapinc.net

Authorized Company Signature: 

Print Signature Name: Jonathan Koepke Title of Official: Vice President

Date: March 12, 2012

CAMPAIGN DISCLOSURE CERTIFICATE

Village of Downers Grove

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

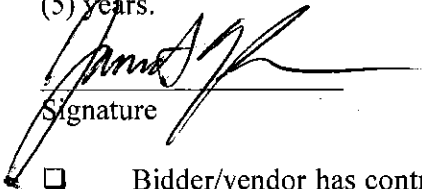
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

Jonathan Koepke
Print Name

Bidder/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

BID SUBMITTAL CHECKLIST

Village of Downers Grove

Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1. Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. Cover sheet filled-in
3. Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. Bid Bond or cashier's check enclosed with bid package.
5. Schedule of Prices completed. Check your math!
6. Bidder Certifications signed and sealed.
7. Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. Municipal Reference List completed.
10. Vendor request form W-9 completed.
11. Affidavit (IDOT Form BC-57, or similar).
12. Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

APPENDIX A

CONSTRUCTION AND SOIL SPECIFICATIONS

The following details will be followed to minimize impacts to the existing soils, as well as provide a suitable medium for vegetation establishment in the areas to be planted and seeded:

1. Soils shall not be handled wet during any construction work.
2. All areas to be seeded and planted with existing herbaceous plant material shall be treated with an appropriate herbicide to kill the existing herbaceous plant community. This work shall take place prior to any earthwork, removal of existing sediment and erosion control measures, permanent seeding, and planting. One hundred percent (100%) kill is required.
3. All onsite topsoil suitable for reuse shall be stripped of any existing vegetation prior to reuses. The existing vegetation shall be hauled off.
4. Prior to topdress placement the surface at the subgrade elevation shall be thoroughly disked to reduce compaction, using a small, farm type disk (not a large construction type disk) to a minimum depth of six (6) inches.
5. The OWNER and/or ENGINEER shall approve all topdress materials prior to placement on site. The CONTRACTOR shall show the OWNER and/or ENGINEER potential topsoil at the source location. If additional topdress material is required from an offsite location, topdress soils shall contain an organic matter content of 3% or more and a clay content of 27% or less.
6. Wheeled vehicles (endloaders, skid steers, ect.) shall not be used for topdressing work. Only low ground pressure wide-track equipment (track dozer, track back-hoe, tract skidsteer, etc.) shall haul, move, and spread topdress material in the project area. The construction contractor is responsible to create a surface that has minimal compaction. It is critical to restoration success that compaction of the surface is avoided.
7. The CONTRACTOR is required to establish a smooth and level surface in all planting and seeding areas with clods no greater than 2-inches in diameter and a surface that has minimal compaction. The CONTRACTOR shall inspect the surface conditions following topdressing to determine if they are acceptable. The CONTRACTOR is responsible to rectify any unacceptable soil conditions and may be required to regrade and/or disk to achieve acceptance.
8. No wheeled traffic shall occur in the naturalized area following topdressing, except for a farm type tractor to conduct soil preparation and seeding activities.

NATIVE LANDSCAPING PROJECT MANAGEMENT

Given the type of native landscaping project and local exposure, it is expected that CONTRACTOR will participate in several pre-construction and pre-planting meetings.

As a follow up to those meetings, CONTRACTOR shall provide a proposed plant installation workplan to OWNER and/or ENGINEER that documents the anticipated plant installation logistics, plant installation schedule (plant delivery schedule) and any proposed changes to plant species and/or quantities as a result of observed site conditions.

At the start of each week during the plant installation period, CONTRACTOR shall provide an annotated planting plan exhibit identifying the plant installation areas and associated plant species and quantities that were installed during the previous week. The packing slip documenting the species and quantities installed shall be attached to the provided exhibit.

CONTAINER PLANTS

- **PATH EDGE PLANT PLUG MIX (TABLE 2)**
- **TOE-OF-SLOPE PLANT PLUG MIX (TABLE 3)**
- **SHALLOW EMERGENT PLANT PLUG MIX (TABLE 4)**
- **DEEP EMERGENT PLANT PLUG MIX (TABLE 5)**
- **PLUG MIX A AND B MATERIAL LIST**

General Planting Specifications

1. The CONTRACTOR shall furnish, transport, and install the container plants (Tables 2 through 5 and Plug Mix A and B Material List) in the areas specified on the Native Basin Planting Plan and Planting, Layout and Materials Plan.
2. Planting activities shall be performed between May 15 and June 30.
3. The CONTRACTOR shall notify the OWNER and/or ENGINEER 24 hours prior to planting.
4. All Emergent, Toe-of-Slope (i.e., Shoreline), and Rain Garden plant plugs shall be container grown in open bottom pots and have minimum shoot heights of 12 inches at the time of planting. Pot dimensions shall be a minimum of 2 3/8-inches square and 3 3/4-inches deep for each plug. Smaller pots are not acceptable. Soil saturation shall be maintained for all container plants until installation. All prairie dropseed (*Sporobolus heterolepis*) plant material slated for the Path Edge planting shall be provided in 1-gallon pots.
5. All container plant material shall be inoculated with mycorrhizal fungi.

6. Container plants shall exhibit root growth sufficient to hold all soil intact when removed from container.
7. The container plants installed in the Rain Garden, along the Toe-of-Slope, and in the Emergent zones shall be protected from depredation by a 3-foot tall chicken-wire fence. Wooden 2"x 2" stakes shall be placed along each pod at 6-foot intervals along the fence to anchor the fence into the substrate. Twine shall be strung over the top of each enclosure to create a web so that large birds (i.e., geese and ducks) cannot enter the enclosure from above. The CONTRACTOR shall replace any plants killed from depredation at no additional charge.
8. The CONTRACTOR shall remove and provide off-site disposal of the planting enclosures. Removal and disposal shall take place after the first growing season and before the second growing season.
9. The CONTRACTOR shall water all plugs throughout the first growing season as necessary to achieve the performance criteria.
10. THE OWNER AND/OR THE OWNER'S AGENT shall approve all species substitutions to the designated plant mixture at least one-week prior to planting. Unapproved species delivered to the site shall not be accepted.
11. All plant materials shall be subject to inspection by THE OWNER AND/OR THE OWNER'S AGENT prior to installation. Any plants not in compliance with these specifications or unapproved species substitutions shall not be accepted. The CONTRACTOR shall be required to replace unacceptable species within 5 business days from initial inspection. Thus, meeting the plant material specifications is mandatory and *no exceptions* will be allowed.
12. All plant materials shall be grown from seed sources within a 200-mile radius of the project location with species and subspecies native to DuPage County, Illinois.
13. The CONTRACTOR shall provide THE OWNER AND/OR THE OWNER'S AGENT copies of all the plant confirmation forms from the nurseries that provide material.

Planting Installation Specifications

14. The naturalized basin bottom (Emergent zones) shall be planted with plugs 2 to 3 foot on center throughout their respected areas specified on the Native Basin Planting Plan. Groupings of various plant species shall be planted together. The specifics of groupings shall be detailed after the CONTRACTOR submits a final species availability list to the OWNER AND/OR THE OWNER'S AGENT.
15. Container plant plugs for the Toe-of-Slope shall be established in two rows along the entire shoreline. One row shall be planted at the Normal Water Level (NWL) and one row 3" above the NWL, as specified on the Native Basin Planting Plan. Each row shall have plants installed every 1 linear foot. Planting spacing between the two rows shall be staggered such that a zig-zag pattern is created between the two rows of plants.

16. Container plant plugs installed along the Path Edge shall be established in one row along the entire path, as specified on the Native Basin Planting Plan. Plants will be installed every 1 linear foot. Following plant installation, compost shall be installed around each plant. Compost shall be a minimum of 2 inches thick and form a 6-inch ring around each plant.

SEEDING

- **SHORT GRASS PRAIRIE SEED MIX (TABLE 1)**

General Seed Bed Preparation

1. The CONTRACTOR shall remove stones, roots, and sticks prior to seedbed preparation activities.
2. After regrading, The CONTRACTOR shall prepare the seedbed with a unique rake or harrow to create a smooth and level seedbed within the seeding area. The seedbed preparation activities shall reduce clod size to a maximum diameter of 2-inches and eliminate rivulets, gullies, crusting, and caking. Working wet soils shall not be conducted. Following these seedbed preparation activities, the ground surface shall have minimum compaction, be smooth and level, and be free of debris to promote good seed-soil contact.

General Seeding Specifications

3. The CONTRACTOR shall furnish, transport, and install the Short Grass Prairie Seed Mix (Table 1) in the areas shown on the Native Basin Planting Plan.
4. Prairie seeding activities shall be performed after the seedbed has been properly prepared. Spring seeding shall occur between April 1 and June 15.
5. The CONTRACTOR shall notify THE OWNER AND/OR THE OWNER'S AGENT 24 hours prior to seeding.
6. Seed shall be sown in the following manner with the drill installation conducted before the broadcast installation:
 - A. Seventy-five (75%) by weight of the cover crop species (i.e., seed oats, no annual rye) and all native grasses shall be installed with a native seed drill. This seed shall be buried to a 1/8-inch depth.
 - B. Following drill seeding, the remaining cover crop species (25%) and all the forbs shall be surface sown with a tractor mounted broadcast spreader.
7. All seed sources shall be within a 200-mile radius of the project location with species and subspecies native to DuPage County, Illinois.

8. Seeds shall be true to name and variety and have the proper stratification and/ or scarification to break dormancy for the appropriate planting season.
9. The CONTRACTOR shall examine the grade, verify the elevations and water levels, observe the conditions under which work is to be performed, and notify THE OWNER AND/OR THE OWNER'S AGENT of unsatisfactory conditions. Proceeding with the work constitutes acceptance of existing conditions, including current water levels and soil condition.
10. The CONTRACTOR shall furnish seeds of specified local origin, hardy under the climatic conditions at the project site, free from insects and diseases, and having the appearance of health, vigor, and habit normal for the species. Comply with applicable state and federal laws regarding inspections. All regulations applicable to the seed mix and landscape materials shall be followed. The designed seed mix quantities are of Pure Live Seed (PLS) and shall be supplied as PLS quantities.
11. Seed shall not be sown during high winds or when the seedbed is not in the proper condition for seeding. Prior to starting work, calibrate all seeding equipment and adjust to sow seed at the proper seeding rate. Operate equipment to ensure complete coverage of the entire area to be seeded.
12. Prior to installation, THE OWNER AND/OR THE OWNER'S AGENT shall review any species substitutions and reserves the authority to deny use of any species if deemed inappropriate for the site.
13. All seed materials shall be subject to inspection by THE OWNER AND/OR THE OWNER'S AGENT prior to installation.
14. The CONTRACTOR shall provide THE OWNER AND/OR THE OWNER'S AGENT copies of all seed labels, certificates of origin, and PLS certificates prior to seed installation.

Erosion Control Blanket Installation

15. North American Green (NAG) S150 shall be installed in all native seeding areas. North American Green (NAG) S150 shall be installed following seeding as shown on the Native Basin Planting Plan. The blanket shall be properly installed with staples following the manufacturer's specifications. Blanket shall be completely installed immediately following seeding (i.e., on the same day as seeding activities).
16. The CONTRACTOR shall be responsible for maintaining the erosion control blanket after installation. Tenting of the erosion control blanket shall be fixed by the CONTRACTOR at the direction of THE OWNER AND/OR THE OWNER'S AGENT to the satisfaction of THE OWNER AND/OR THE OWNER'S AGENT.

ONE-YEAR MANAGEMENT PERIOD ACTIVITIES

1. The CONTRACTOR is required to perform one year of routine ecological management and monitoring activities in all native seeding and planting areas, as shown on the 2nd & Cumnor Basin Planting and Landscape Improvements drawings. The one year period will encompass first complete growing season. At the beginning of the year, CONTRACTOR shall provide a management schedule to THE OWNER AND/OR THE OWNER'S AGENT that specifies the management activities to be conducted during the year.
2. The CONTRACTOR shall notify THE OWNER AND/OR THE OWNER'S AGENT a minimum of 24 hours prior to any onsite activities.
3. The official first growing season is defined as the first growing season after all native plant and seed material have been installed. Seeding and planting must take place within the respective installation windows.
4. The CONTRACTOR shall high-mow the vegetation in the Prairie areas during the first growing season following seeding. The vegetation shall be mowed to a height of 6-9 inches at least two times during the first growing season. Mowing shall occur during late May/early June and August.
5. The CONTRACTOR shall conduct chemical and/or mechanical weed control activities in all planting and seeding areas for a one-year period following planting/seeding. Herbicide shall be applied by State Licensed Operator or Applicator with familiarity and experience conducting weed eradication within natural areas and wetlands. A copy of valid license (State of Illinois Department of Agriculture Pesticide Applicator or Operator) to be provided to THE OWNER AND/OR THE OWNER'S AGENT prior to weed control activities. CONTRACTOR shall perform herbiciding activities necessary to achieve project performance standards (see PERFORMANCE STANDARDS special provision). Weed control may also require manual methods such as supplemental cutting of seed heads prior to seedset for preventing seed reproduction. The herbicide application periods are generally defined as follows:

Early Spring - March 15 – May 1
 Early Summer – May 15 to June 30
 Late Summer – July 15 to September 1
 Fall – September 15 to November 1

The four annual application periods shall consist of, but are not limited to, controlling the following target weed species per each period;

<u>Target Species</u>	Early Spring	Early Summer	Late Summer	Fall
Red/white clover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reed canary grass	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Field/bull thistles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Cattails	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
White/yellow sweet clover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teasel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Common reed	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sandbar willow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Purple Loosestrife	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Basis of Payment

This work shall be paid for at the lump sum price per year for ECOLOGICAL MANAGEMENT. The annual unit price shall include all necessary labor, material and equipment needed to perform the work described herein and as specified on the plans. For partial payment of lump sum amount during the year, CONTRACTOR shall provide summary memo with invoice to document that management work effort performed during the invoicing period appropriately reflects invoice amount.

No final payment will be made until all performance standards are met and the OWNER has issued sign off for the project.

PERFORMANCE STANDARDS

Performance standards are established for native plant communities in order to evaluate overall restoration/establishment success, to comply with OWNER requirements, and to measure CONTRACTOR compliance with the approved plans and specifications. If performance standards are not achieved, the CONTRACTOR is responsible for rectifying any deficiencies through additional site management activities, which may include re-planting, re-seeding, and additional management and reporting at the sole expense of CONTRACTOR.

The vegetative performance standards are typical restoration standards, and based on a one-year management and monitoring period. The performance standards also include specific short-term requirements.

Performance Standards

1. Within three months of cover crop seeding and/or permanent seeding, at least 90% vegetative coverage shall be achieved in the areas proposed for the Short Grass Prairie. In addition, no area within the Short Grass Prairie area shall be devoid of vegetation greater than 0.5 square meters at any point during the one year period; after the first three month establishment period.
2. The following minimum coverage standards consisting of native, non-invasive species within the Short Grass Prairie area; 20% by the end of the first growing season.

3. The following minimum coverage standards consisting of native, non-invasive species within the Shallow and Deep Emergent planting areas; 75% by the end of the first growing season.
4. Planted plugs in the Rain Garden, Toe-of-Slope (shoreline), Shallow Emergent, and Deep Emergent wetland communities must achieve 95% survivorship within one-year of plant installation.
5. At the end of the first growing season, none of the three most dominant plant species in any of the wetland communities may be non-native species, cattails (*Typha* spp.), or common reed (*Phragmites australis*).
6. At the end of the first growing season, relative coverage of narrow-leaved cattail cannot exceed 5% in the wetland plant communities.
7. At the end of the first growing season, relative coverage of reed canary grass, purple loosestrife, and common reed in aggregate cannot exceed 5%.

MONITORING AND REPORTING

The work will consist of conducting ecological restoration monitoring and reporting. Staff performing this ecological monitoring and reporting work must meet the minimum qualifications provided below. A combination of staff may be used on the project, as appropriate, to meet the minimum qualifications. Bidders must provide documentation of staff experience, including resumes with education, relevant project examples and experience. It is intended that these qualified individuals will serve as the main contact between CONTRACTOR and the OWNER AND/OR THE OWNER'S AGENT.

Qualifications

The minimum qualifications for the person(s) conducting this work consist of any combination of education, training, and experience that would provide the abilities to successfully perform the work. A typical combination for the ecological portion of the work includes; a Bachelor's Degree in Biology, Ecology, Natural Resources, or closely related field with a minimum of five years of experience in wetland creation and ecological restoration design and implementation.

The ecology person(s) must possess knowledge of wetland construction /restoration including wetland soils, wetland plant requirements and habitats, native seeding, and wetland mitigation monitoring and reporting as well as the associated relevant Federal, State, local laws, ordinances, codes and regulations. Must possess the ability to read, interpret and analyze construction plans, specifications and manuals; identify the species and condition of all installed plant material; communicate effectively in oral and written form; and maintain effective working relationships.

Resumes and relevant project experience shall be submitted for each person responsible for Wetland Restoration Monitoring and Reporting.

Requirements

Ecological monitoring and reporting shall be conducted in accordance with the following requirements for the duration of the one-year management and monitoring period.

1. CONTRACTOR shall conduct a floristic inventory of all plant communities in the restoration areas twice per year during the management and monitoring period using the meander search method over the entire site. The first floristic inventory shall be conducted during May/June and the second shall be performed in August/September. The data collected shall be analyzed and evaluated using the Floristic Quality Assessment (FQA) Computer Program.
2. CONTRACTOR shall maintain photo documentation of site conditions and activities conducted throughout the management period. In addition, CONTRACTOR shall establish several permanent photo points on site to document changes to each area throughout the management period. These photos shall be incorporated into annual monitoring reports.
3. CONTRACTOR shall prepare and submit an annual monitoring report to the OWNER AND/OR THE OWNER'S AGENT by January 31 following the first growing season. The monitoring report must document the vegetation and hydrologic data collected during the year's monitoring inspections. The annual report must include a review of site progression towards meeting the performance standards and propose any necessary remedial actions. More specifically, the monitoring report must contain the following information, which will be based on data collected during the monitoring inspections.
 - A vegetation map exhibit based on as-built survey prepared following completion of planting activities shall be submitted with the first year monitoring report. The exhibit must define the limits of the various plant communities (i.e., Deep Emergent, Shallow Emergent, Short Grass Prairie) and indicate the dominant species within each community. Locations of photostations should also be included.
 - A summary of management activities conducted during the year, including a description of the activities, dates, areas treated, herbicide logs, and results.
 - Representative photographs depicting general site conditions.
 - Calculate native mean Coefficient of Conservatism (C) and native Floristic Quality Index (FQI) values (w/ and w/o adventives), and the native mean wetness coefficient for each plant community zone and for the entire restoration area. This information can be used to identify

- any problem areas located within the restoration area.
- Evaluate the status of the restoration area relative to the performance standards.
 - Prepare a plan and schedule of management activities for the following year.



Material and Performance Specification Sheet

North American Green
 14649 Highway 41 North
 Evansville, IN 47725
 800-772-2040
 FAX: 812-867-0247
 www.nagreen.com

A **tensar** Company

S150 Erosion Control Blanket

The short-term double net erosion control blanket shall be a machine-produced mat of 100% agricultural straw with a functional longevity of up to 12 months. (NOTE: functional longevity may vary depending upon climatic conditions, soil, geographical location, and elevation). The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with a lightweight photodegradable polypropylene netting having an approximate 0.50 x 0.50 (1.27 x 1.27 cm) mesh. The blanket shall be sewn together on 1.50 inch (3.81 cm) centers with degradable thread.

The S150 shall meet requirements established by the Erosion Control Technology Council (ECTC) Specification and the US Department of Transportation, Federal Highway Administration's (FHWA) *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03 Section 713.17 as a type 2.D Short-term Double Net Erosion Control Blanket.*

The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches [5-12.5 cm] from the edge) as an overlap guide for adjacent mats.

Material Content		
Matrix	100% Straw Fiber	0.5 lbs/yd ² (0.27 kg/m ²)
Nettings	Top and Bottom nets, lightweight photodegradable	1.5 lb/1000 ft ² (0.73 kg/100 m ²) approx. weight
Thread	Degradable	

S150 is available in the following standard roll sizes:

Width	4.0 ft (1.2 m)	6.67 ft (2.03 m)	16 ft (4.87 m)
Length	135 ft (41.14 m)	108 ft (32.92 m)	108 ft (32.92 m)
Weight ± 10%	30 lbs (13.6 kg)	40 lbs (18.14 kg)	96 lbs (43.54 kg)
Area	60 yd ² (50.16 m ²)	80.0 yd ² (66.9 m ²)	192 yd ² (165.5 m ²)

Index Value Properties:

Property	Test Method	Typical
Thickness	ASTM D6525	0.36 in (9.14 mm)
Resiliency	ECTC Guidelines	80.5%
Water Absorbency	ASTM D1117	514%
Mass/Unit Area	ASTM 6475	10.52 oz/yd ² (357.7 g/m ²)
Swell	ECTC Guidelines	15%
Smolder Resistance	ECTC Guidelines	Yes
Stiffness	ASTM D1388	6.06 oz-in
Light Penetration	ECTC Guidelines	9.8%
Tensile Strength -MD	ASTM D6818	169.2 lbs/ft (2.51 kN/m)
Elongation - MD	ASTM D6818	17.2%
Tensile Strength - TD	ASTM D6818	164.4 lbs/ft (2.44 kN/m)
Elongation - TD	ASTM D6818	33.1%

Performance Design Values:

Maximum Permissible Shear Stress	
Unvegetated Shear Stress	1.75 lbs/ft ² (84 Pa)
Unvegetated Velocity	6.00 ft/s (1.83 m/s)

Slope Design Data: C Factors			
	Slope Gradients (S)		
Slope Length (L)	≤ 3:1	3:1 - 2:1	≥ 2:1
≤ 20 ft (6 m)	0.004	0.106	NA
20-50 ft	0.062	0.118	NA
≥ 50 ft (15.2 m)	0.12	0.180	NA

Bench Scale Testing* (NTPEP):

Test Method	Parameters	Results
ECTC Method 2 Rainfall	50 mm (2 in)/hr for 30 min	SLR** = 8.04
	100mm (4 in)/hr for 30 min	SLR** = 10.46
	150 mm (6 in)/hr for 30 min	SLR** = 13.67
ECTC Method 3 Shear Resistance	Shear at 0.50 inch soil loss	2.1 lbs/ft²
ECTC Method 4 Germination	Top Soil, Fescue, 21 day incubation	484% improvement of biomass

* Bench Scale tests should not be used for design purposes
 ** Soil Loss Ratio = Soil loss with Bare Soil/Soil Loss with RECP (soil loss is based on regression analysis)

Roughness Coefficients- Unveg.	
Flow Depth	Manning's n
≤ 0.50 ft (0.15 m)	0.055
0.50 - 2.0 ft	0.055 - 0.021
≥ 2.0 ft (0.60 m)	0.021

Updated 3/09

Product Participant of:



APPENDIX B

SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Trees.
2. Shrubs.
3. Ground cover.
4. Plants.

1.2 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- E. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.
- F. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Product certificates.
- C. Planting Schedule: Indicating anticipated planting dates for exterior plants.
- D. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of exterior plants during a calendar year.

1.4 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.

- B. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
- C. Preinstallation Conference: Conduct conference at Project site.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery and handling.
- B. Handle planting stock by root ball.
- C. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants and trees in shade, protect from weather and mechanical damage, and keep roots moist.

1.6 WARRANTY

- A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace plantings that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
 - b. Structural failures including plantings falling or blowing over.
 - 2. Warranty Period from date of Final Acceptance for all plant material shall be one year.

1.7 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until all plantings are acceptably healthy, well established, and until Final Acceptance.

PART 2 - PRODUCTS

2.1 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched,

healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

- B. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- C. Provide balled and burlapped trees, oak trees may be fabric bag-grown.
- D. Shrub sizes indicated on Drawings are sizes after pruning.

2.2 GROUND COVER PLANTS

- A. Ground Cover: Provide ground cover of species indicated, established and well rooted in pots or similar containers, and complying with ANSI Z60.1.

2.3 PLANTS

- A. Annuals and Biennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery and that are in bud but not yet in bloom.
- B. Perennials: Provide healthy, field-grown plants from a commercial nursery, of species and variety shown or listed, complying with requirements in ANSI Z60.1.
- C. Vines: Provide vines of species indicated complying with requirements in ANSI Z60.1 as follows:

2.4 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
 - 1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient.
 - 2. Topsoil Source: Import topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.

2.5 ORGANIC SOIL AMENDMENTS

- A. Soil Conditioner: One Step Soil Conditioner, available from Midwest Trading, 6N800 Rt 25, St. Charles, IL 60174 / Phone: (630) 365-1990.

2.6 FERTILIZER

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

2.7 MULCHES

- A. Organic Mulch: Shredded hardwood.

2.8 WEED PREVENTERS

- A. Preen Garden Weed Preventer: Apply to mulched planting beds after installation of plant material at the recommended rates.

2.9 PLANTING SOIL MIX

- A. Planting Soil Mix: Mix topsoil with the following soil amendments and fertilizers in the following quantities:
 - 1. Ratio of Loose Soil Conditioner to Topsoil by Volume: 1:4.
 - 2. Weight of Commercial Fertilizer per 1000 Sq. Ft.: 5 pounds.
 - 3. Weight of Slow-Release Fertilizer per 1000 Sq. Ft.: 5 pounds.

PART 3 - EXECUTION

3.1 PLANTING BED ESTABLISHMENT

- A. Loosen subgrade of planting beds to a minimum depth of 8 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Thoroughly blend planting soil mix off-site before spreading; or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
 - 2. Spread planting soil mix to a depth of 12 inches but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

- B. Finish Grading: Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.2 TREES AND SHRUBS

- A. Excavation of Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.
 - 1. Excavate approximately three times as wide as ball diameter.
 - 2. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
- B. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1.
- C. Stock with Root Balls: Set trees and shrubs plumb and in center of pit or trench with top of root ball 6 inches above adjacent finish grades.
 - 1. Balled and Burlapped: Remove burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 2. Fabric Bag Grown: Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 3. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
- D. Organic Mulching: Apply 3-inch average thickness of organic mulch extending 12 inches beyond edge of planting pit or trench. Do not place mulch within 3 inches of trunks or stems.

3.3 TREE AND SHRUB PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character.

3.4 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover 6-12 inches apart, and plants 12-24 inches apart as indicated on the plans.
- B. Dig holes large enough to allow spreading of roots and backfill with planting soil.

- C. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- D. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- E. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.5 PLANTING BED MULCHING

- A. Mulch backfilled surfaces of planting beds and other areas indicated. Provide 5' diameter mulch ring around trees in lawn areas.
 - 1. Organic Mulch: Apply 3-inch average thickness of mulch, and finish level with adjacent finish grades. Do not place mulch against plant stems.

3.6 WEED PREVENTION

- A. Apply Preen to all mulched planting beds per manufacturer's recommended rates.

3.7 PLANT MAINTENANCE

- A. Tree and Shrub Maintenance: Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.
- B. Ground Cover and Plant Maintenance: Maintain and establish plantings by watering, weeding, fertilizing, mulching, and other operations as required to establish healthy, viable plantings.
- C. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

END OF SECTION 329300



THE UNITED FIRE GROUP

United Fire & Casualty Company
United Life Insurance Company
Addison Insurance Company
Lafayette Insurance Company
Insurance Brokers & Managers, Inc.
American Indemnity Company

Date: 3/8/2012

Village of Downers Grove-Public Works
5101 Walnut Ave.
Downers Grove, IL. 60515

Re: Encap, Inc., Prentiss Creek, (Sub E)-Kensington Place

Dear Sir/Madam:

The purpose of this letter is to confirm that Encap, Inc. is a valued surety customer of United Fire and Casualty Company. United Fire is listed on the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570) with an underwriting limitation of \$57,854,000. We are rated "A" by A.M. Best & Co.

We have been providing bonds to Encap, Inc. since 2/21/2003. In the past, we have written performance and payment bonds for them on projects up to \$1,123,456 and on aggregate programs of work in excess of \$2,000,000. It is our understanding that the contracts on captioned project will be in the same range.

Contingent upon favorable review of contract documents, financing information and other pertinent underwriting information at the time performance and payment bonds are required, it would be our intention to provide such bonds on this project at that time. You understand of course that any arrangement to provide bonds is a matter between ourselves and Encap, Inc. and we assume no liability to you, nor to any other third party, should we decide not to issue said bonds.

Sincerely,
United Fire & Casualty Co.

David G. Dennis,
Attorney-In-Fact



CERTIFICATE OF LIABILITY INSURANCE

ENCAP-1

OP ID: KF

DATE (MM/DD/YYYY)

03/08/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Partridge Insurance, Inc. 2580 DeKalb Ave Sycamore, IL 60178 Larry Forsberg		815-758-4447 815-758-3111	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Encap, Inc 1709 Afton Road Sycamore, IL 60178		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Auto-Owners Insurance	NAIC # 18988
		INSURER B: Westchester Surplus Line	
		INSURER C: Hartford	34690
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSR	WVD						
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab			07928516-12	03/05/12	03/05/13	EACH OCCURRENCE	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4792851600	03/05/12	03/05/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
								BODILY INJURY (Per person)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		47943-385-00	03/05/12	03/05/13	EACH OCCURRENCE	\$ 10,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							AGGREGATE	\$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	83WECVP2240	03/05/12	03/05/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
B	Professional Liab			G24126626	04/12/11	04/12/12	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
	A OCP			07928516	05/23/11	05/23/12	OCC/AGG	2M/4M	
							Occurrence	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITYSTC

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of _____

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	USACE-Orland Park	USACE-Calumet	USACE- Eugene Field	Lake County Brush Clearing		
Estimated Completion Date	2014	2016	2014	3/2012		
Total Contract Price	1,123,456.78	867,775.68	1,000,674.10	165,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	918,955.67	719,405.18	228,579.61	100,078.50		1,967,018.90
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						1,967,018.90

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping	673,815.67	594,775.68	228,579.61	100,078.50		1,597,249.40
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals	673,815.67	594,775.68	228,579.61	100,078.50		1,597,249.40

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	Clean Cut Tree Service	Clean Cut Tree Service			
Type of Work	Tree Removal	Tree Removal			
Subcontract Price	297,500.00	273,000.00			
Amount Uncompleted	245,140.00	273,000.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	245,145.00	273,000.00			

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
 this 6th day of February, 2012

Type or Print Name Jonathan Koepke General Manager
Officer or Director Title

Sarah Rozny
 Notary Public

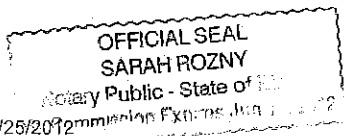
Signed [Signature]

My commission expires 06-11-12

Company ENCAP, Inc.

(Notary Seal)

Address 1709 Afton Rd., Sycamore, IL 60178



VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: 2ND AND CUMNOR BASIN PLANTING AND
LANDSCAPE IMPROVEMENTS

PROPOSAL/BID NUMBER: SW-035-08

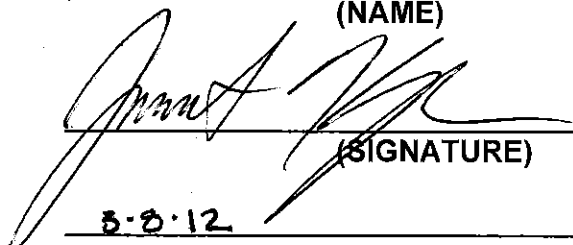
PROPOSAL/BID OPENING: March 12, 2012

ADDENDUM NO.: 1

PROPOSER/BIDDER: ENCAP, Inc.

ADDRESS: 1709 AFTON RD SYCAMORE IL

RECEIVED BY: JONATHAN KOEPKE
(NAME)


(SIGNATURE)

DATE: 3-8-12

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: 2ND AND CUMNOR BASIN PLANTING AND
LANDSCAPE IMPROVEMENTS

PROPOSAL/BID NUMBER: SW-035-08

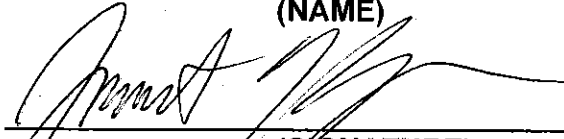
PROPOSAL/BID OPENING: March 12, 2012

ADDENDUM NO.: 2

PROPOSER/BIDDER: ENCAP, Inc.

ADDRESS: 1709 APTON RD. SYCAMORE IL

RECEIVED BY: JONATHAN KOEPKE
(NAME)


(SIGNATURE)

DATE: 3/12/12



UNITED FIRE & CASUALTY COMPANY

118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700
(A Stock Company)

BID BOND

KNOW ALL BY THESE PRESENTS, that we
ENCAP, INC.

1709 AFTON RD, SYCAMORE, IL 60178

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly
organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto
Village of Downers Grove

5101 Walnut Ave Downers Grove, IL 60515

as Obligee, hereinafter called the Obligee, in the sum of Ten and 00/100 Percent of the Bid Amount
Dollars (\$10%), for the payment of which sum well and truly to be made, the said principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for
2nd & Connor Basin landscaping improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 12th day of March, 2013.

ENCAP, INC.

By [Signature] (Seal)
(PRINCIPAL)
Vice President
(TITLE)

(WITNESS)

UNITED FIRE & CASUALTY COMPANY (Seal)
(SURETY)

By [Signature]
(ATTORNEY-IN-FACT)

[Signature]
(WITNESS)

ACKNOWLEDGMENT OF SURETY

State of Illinois

ss.

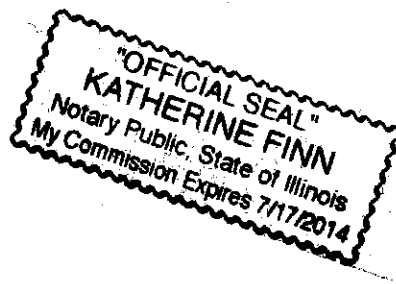
County of DeKalb

On this 12th day of March, 2012.

personally appeared before me Kathy Plucker who being duly sworn did depose and say that he is the attorney-in-fact of the United Fire & Casualty Company of Cedar Rapids, Iowa, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said Kathy Plucker acknowledged that she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.

Katherine Finn
Notary Public, Katherine Finn
County, DeKalb

My commission expires: 7/17/14



UNITED FIRE & CASUALTY COMPANY

Home Office – Cedar Rapids, Iowa

Certified Copy of Power of Attorney

(Original on file at Home Office of Company – See Certification)

Bond # _____

Obligee Village of Downers Grove

5101 Walnut Ave

Downers Grove, IL 60515

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint

FRANK C. PARDRIDGE, JR., OR CURTIS L. PARDRIDGE, OR KATHY PLUCKER, OR LAWRENCE FORSBERG, ALL INDIVIDUALLY

of PO BOX 704, DEKALB, IL 60115

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: \$5,000,000.00

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire July 11th, 2012 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company on April 18, 1973.

"Article V – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice president, or any other officer of the Company, may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the company with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such Instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 12th day of March, 2012.



UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richman*
Vice President

State of Iowa, County of Linn, ss:

On this 12th day of March, 2012 before me personally came Dennis Richman to me known, who being by me duly sworn, did depose and say: that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jansen
Notary Public

My Commission expires October 26, 2013.

CERTIFICATION

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 12th day of March, 2013.



David A. Lange
Secretary

Village of Downers Grove

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

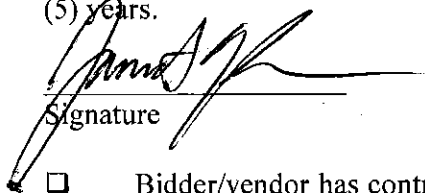
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

Jonathan Koepke
Print Name

Bidder/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

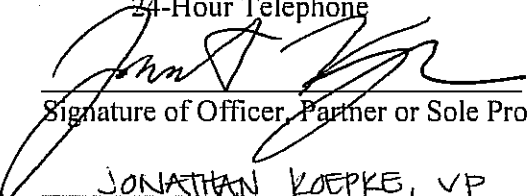

BID SUBMITTAL CHECKLIST

V. BID and CONTRACT FORM (Village)

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

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

<u>ENCAP, Inc.</u> Company Name	<u>March, 2012</u> Date
<u>1709 Afton Road</u> Street Address of Company	<u>jkoepke@encapinc.net</u> E-mail Address
<u>Sycamore, IL 60178</u> City, State, Zip	<u>Jonathan Koepke</u> Contact Name (Print)
<u>(815) 899-1621</u> Business Phone	<u>(815) 970-1671</u> 24-Hour Telephone
<u>(815) 899-6821</u> Business Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: if a Corporation	<u>JONATHAN KOEPKE, VP</u> Print Name & Title
 Signature of Corporation Secretary	

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 60 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid 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.

V. BID and CONTRACT FORM (Contractor)

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

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

ENCAP, Inc.
Company Name

March 2012
Date

1709 Alton Road
Street Address of Company

jkoepke@encapinc.net
E-mail Address

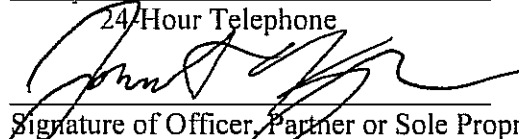
Sycamore, IL 60178
City, State, Zip

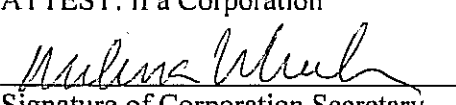
Jonathan Koepke
Contact Name (Print)

(815) 899-1621
Business Phone

(815) 970-1671
24 Hour Telephone

(815) 899-6821
Business Fax


Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Signature of Corporation Secretary

JONATHAN KOEPKE, VP
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 60 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid 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.

2012-2016 Capital Project Sheet

Project # **SW-035**

Project Description **Watershed Improvements, St Joseph Creek, South Branch (Sub J)**

Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves a possible new detention basin, re-grading depressional storage areas, potential voluntary buy-outs, new and replacement storm sewers and catch basins.

Cost Summary	New	Maintenance	Replacement	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future	TOTAL
									Years	
Professional Services				25,000						25,000
Land Acquisition										-
Infrastructure	X	X		90,000					13,189,000	13,279,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous					5,000	5,000	5,000			15,000
TOTAL COST				115,000	5,000	5,000	5,000	-	13,189,000	13,319,000

Funding Source(s)	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
243-Stormwater Fund ▼	115,000	5,000	5,000	5,000		13,189,000	13,319,000
▼							-
▼							-
▼							-
TOTAL FUNDING SOURCES	115,000	5,000	5,000	5,000	-	13,189,000	13,319,000

Project status and completed work

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

Construction on the stormwater facility at 2nd and Cumnor was started in 2011. In 2012, this project will be completed. Future work will focus on 6th and Williams.

None.

Impact-annual operating expenses	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
Projected Operating Expense Impact:					3,500		3,500

Annual maintenance expenses will be increased by the addition of this project due to yearly maintenance of plantings, removal of sediment, etc. Estimated annual expenses are \$3,500/yr starting in FY2016.

Map/Pictures of Project



Priority Score

B

Project Manager:

Andy Sikich

Program: 347

Department:

Public Works