

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MAY 15, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Prentiss Creek (Sub E) – Kensington Place (DR-039)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a design-build contract for reconfiguration and naturalization of Prentiss Creek (Sub E) – Kensington Place, DR-039, to V3 Construction Group, Ltd. of Woodridge, Illinois for a total of \$347,176.81.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY 2012 budget includes a total of \$575,000 in the Stormwater Fund for this project. This contract, in the amount of \$347,176.81, includes design, permitting and construction of the project and a 5% contingency.

RECOMMENDATION

Approval on the June 5, 2012 consent agenda.

BACKGROUND

This project is the reconfiguration and naturalization of an existing pond located along Prentiss Creek in the Kensington Place Subdivision east of Woodward Avenue and south of Loomes Avenue. Sediment deposition, mud flats, low water levels, poor water quality and other undesirable conditions have been observed along Prentiss Creek. In August of 2011, the Village commissioned a concept plan by design consultants, which details possible solutions including sediment removal, bank stabilization, dam removal, and the possible reconfiguration of the existing detention facility to reduce or eliminate the poor water quality issues through the use of aesthetically pleasing, ecologically sustainable methods. Staff anticipates the cooperation from the home owners association and the adjacent properties for the improvements. It is anticipated that this project will be designed and permitted during the 2012 calendar year, with construction beginning during the late months of 2012 with three years of vegetative maintenance and monitoring to follow after substantial completion of construction.

The Village posted a request for qualifications for design build projects. Staff pre-qualified five firms from ten submitters. A Request for Proposal was issued to the pre-qualified firms with three firms submitting proposals. These three contractors submitted cost and technical proposals for the project. The submitting contractors and their associated costs are as follows:

Contractor	Cost Proposal
V3 Construction Group, Ltd.	\$330,644.58
Cardno JFNew	\$504,525.00
Encap, Inc.	\$559,875.20

Staff recommends award of this contract for design build services to V3 Construction Group, Inc. based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee.

ATTACHMENTS:

- Contract Form
- Campaign Disclosure Form
- Capital Project Sheet DR-039



REQUEST FOR PROPOSAL

Name of Proposing Company: V3 CONSTRUCTION GROUP, LTD.

Project Name: Prentiss Creek (Sub E) - Kensington Place
Proposal No.: DR-039
Proposal Due: Friday, March 9, 2012 - 10:00 A.M. - Public Works
Pre-Proposal Conference: Required: Monday, March 5, 2012 - 10:00 A.M. at Public Works (site visit weather dependent)

Required of All Proposers:

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

Required of Awarded Contractor:

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

Date Issued: Friday, February 24, 2012

This document consists of 43 pages.

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

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



Prentiss Creek (Sub E) Kensington Place - Concept Design Exhibit - 03/16/2012

03/16/2012
T.K.
NTS

Notes:

Prentiss Creek (Sub E) Kensington Place

Concept Design

7025 Joliet Avenue
Woodbury, NJ 07095
856.724.5700
650.724.9502 fax
www.vcg.com



Woodward Ave



Permitting

PERMIT REQUIREMENTS

It is V3's opinion that the scope of work defined in the base contract approach is considered maintenance of a stormwater facility. A maintenance approach is best suited for the project in order to avoid the engineering analysis and permitting fees associated with obtaining permits for a major dam modification. Maintenance work will not require a Stormwater Permit under the DuPage County Countywide Stormwater and Flood Plain Ordinance. However, A Regional Permit from the US Army Corps of Engineers (USACOE) would still be required for these maintenance activities and will require a formal Wetland Delineation Report.

The key assumptions for this opinion are:

- Downers Grove is willing to leave the existing concrete weir structure in-place and in-tact.
- Downers Grove is willing to put in place a beaver and muskrat maintenance plan for the existing structure to prevent future blockage of the existing notches in the concrete weir.
- Bank shaping or stabilization is less than 1,000 linear feet total length.

In addition, this maintenance approach is based upon the following definitions within the DuPage County Stormwater Ordinance:

- **Development:** Any activity, excavation or fill, alteration, subdivision, change in land use, or practice, undertaken by private or public entities that affects the discharge of stormwater; or any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials in a Special Management Areas. **The term development does not include maintenance of stormwater facilities.**
- **Stormwater Facility:** All **ditches, channels, conduits, bridges, culverts, levees, ponds, natural and man-made impoundments,** wetlands, wetland buffers, riparian environment, tile, swales, sewers, or other natural or artificial structures or measures which serve as a means of draining surface and subsurface water from land.
- **Maintenance:** The **selective removal of woody material and accumulated debris from, or repairs to,** a stormwater facility so that such facility will perform its natural functions or the functions for which it was designed and constructed.

The following permitting agencies will be involved in the approval of the Project:

- **Village of Downers Grove** - as a full waiver community in DuPage County, will be responsible for concurrence that this project is a maintenance project and does not require the Stormwater Permit for this project.
- **US Army Corps of Engineers** - V3 will apply for two regional permits to cover the work anticipated for this Project. They will include Regional Permit 9 (maintenance) and RP 10 (bank stabilization). Because this work is occurring in the Village of Downers Grove (full waiver community) we do not believe that the USACOE will delegate review of these wetland permits to DuPage County under General Permit 25. There is no permit fee for the USACOE submittal and review.
- **Kane DuPage Soil Water Conservation District** - V3 will prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) to the KDSWCD for approval of the erosion and sedimentation control practices to be used for the Project. There will likely be a \$1,200 permit fee required for the proposed improvements for the Project.

Permitting

- **Illinois Environmental Protection Agency** – V3 will prepare and submit a Notice of Intent (NOI) and the Storm Water Pollution and Prevention Plan (SWPPP) to Illinois EPA to meet the NPDES permit requirements for the Project.

DESIGN & PERMITTING APPROACH

The following scope of services will be completed for the purpose of obtaining required permits for the Project:

1. Project Kick-Off and Data Collection
 - a. Meet with Downers Grove to set up project and obtain all available information.
 - b. Conduct wetland delineation field work
2. USACOE Pre-Application Meeting
 - a. Meeting with USACOE to review permit requirements and discuss intents of project before getting into final design.
3. Preliminary Design Options
 - a. Revise concept designs based on meetings with Downers Grove & permitting agencies.
4. Permit Document Preparation
 - a. Prepare USACOE regional permit documents in sufficient detail to obtain permits for maintenance and bank stabilization (vegetative and bio-engineering).

DESIGN ALTERNATE – DAM REMOVAL

If the Village of Downers Grove would prefer to remove the concrete weir, additional permitting will be required under the DuPage County Stormwater Ordinance and the IDNR-OWR for Major Modification to an Existing Dam. As stated above, V3 does not believe this is required to complete the project, however, it would eliminate the maintenance by the Village required to keep woody debris from clogging the existing notches in the weir.

Permitting Requirements:

The following permitting agencies will be involved in the Alternate Design Tasks for the Project:

- Village of Downers Grove
 - The Village of Downers Grove, as a full waiver community in DuPage County, will be responsible for the DuPage County Stormwater Permit.
- DuPage County (Stormwater Permit)
 - V3 will prepare full tabular submittal of DuPage County Stormwater Permit for approval of wetlands, floodplain and riparian impacts to the Special Management Areas.
- IDNR-OWR
 - V3 will apply for Major Modification to Existing Dam Permit.
 - V3 will prepare floodway calculations and dam modification documents for IDNR-OWR approval.



Project Approach

SCOPE OF WORK

The proposed restoration approach for this project is based on the following documents:

- Request for Proposal: Prentiss Creek (Sub-E) – Kensington Place, by the Village of Downers Grove
- "Prentiss Creek (SUB-E) Kensington Place Concept Plan" by Living Waters Consultants, dated August 2011

The existing condition of this project area of Prentiss Creek includes exposed silt impoundment, sediment build-up at the dam/outlet weir, erosion of the channel and slopes, and unstable slope grading. Based on the direction of the RFP, sediment removal is not contemplated by this proposal. In lieu of dredging and sediment removal, this work will focus on the bank stabilization, shoreline enhancement, and stream and wetland restoration. This work will achieve a restoration of native habitat and vegetation as well as ensure slope stabilization and provide aesthetic value to the surrounding properties. The specific scope of work will generally include:

- Clearing of undesirable vegetation
- Re-grading of slopes
- Debris removal at the dam
- Select clearing at northern inlet tributary
- Erosion blanket installation
- Native vegetation seeding and planting
- Maintenance and monitoring of native areas

We recognize that in addition to the Village personnel there are also surrounding residents with a vested interest in the design and construction of this project. To ensure that the Village of Downers Grove achieves the most effective and efficient project, we have defined a minimum recommended scope along with additional alternate scope considerations. These alternates shall be evaluated against the project budget and other Village defined criteria deemed applicable.

MEANS & METHOD DESCRIPTION

Refer to the Concept Design Exhibit for a graphical depiction of the proposed work and Exhibit A for a detailed Schedule of Values.

Bank Stabilization & Shoreline Enhancement:

In order to meet the definition of "maintenance work" and the permit requirements defined within this proposal, the bank shaping and stabilization will be limited to 1,000 linear feet. The slopes most affected by the velocities of the creek are on the eastern and northern sides of the creek and impoundment area. These slopes will be the focus of all grading and stabilization efforts.

Following the grading operation, a coir fiber roll will be placed along the toe of the slope along with S150BN erosion control blanket in order to provide protection against sediment and slope erosion. Native plugs will be planted along the shoreline in front of and behind the coir roll to enhance toe protection. Additional erosion control blanket, S75BN, will be extended up the slope and will be seeded with a native prairie seed mix.

The tributary inlet from the north does not exhibit excessive erosion and currently consists of substantial stone and cobble. Select clearing will be performed in this area to expose the existing vegetation to additional sunlight and promote growth. Additional seeding may be conducted in specific areas.

Project Approach

Dam Debris Removal & Wetland Restoration:

The existing dam has notches that are currently blocked by sediment and debris. This material will be cleared from the notches which will allow the water level to drop and thus expose the mud flats present within the impoundment area.



Figure 1: Dam with debris blocking notched concrete

Once the water level is lowered and the mud flat is exposed, the remaining water channel will be defined. Minor clearing of debris and/or sediment may be required in order to facilitate channel flow. The resulting channel will then be accentuated by planting emergent plugs throughout the bottom of the impoundment area, as well as additional planting of wetland shoal plugs in the mud flat.

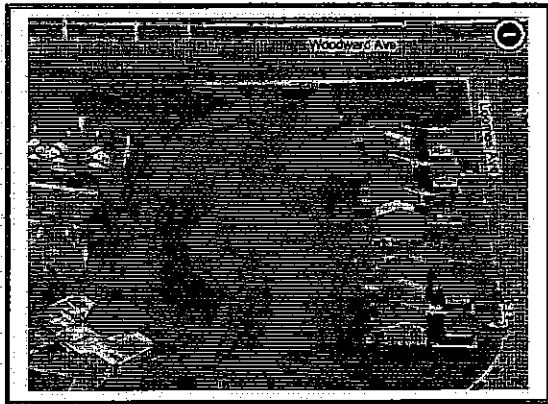


Figure 2: Aerial depicting mud flat and expected open water creek flow

In completing the debris removal and allowing water to flow freely through the notched dam, the Village and residents will recognize improved water quality and native restoration that will facilitate fish passage, increased diversity of birds, and other habitat returning to the area. V3 will continually provide maintenance and monitoring through 2014 of all native areas which will include invasive weed control, supplemental planting and reporting.

Project Approach

ALTERNATE I – DAM MODIFICATION

If a proper maintenance plan is adopted to keep debris from blocking the notches in the dam, the complete or partial removal of the dam is not required. The potential advantage of removing the existing dam and lowering the impoundment water elevation would be a decreased reliance on maintenance of the notched areas along with some other ancillary benefits.

In executing the partial or complete removal of the dam, the debris and sediment currently located behind the dam would be removed and either relocated on-site as part of the overall grading operation, or it would be required to haul off-site. This would depend on the specific permit requirements for grading within the creek/impoundment area.

The native restoration proposed in the base contract scope would remain the same.

ALTERNATE II – ADDITIONAL SLOPE STABILIZATION

Based on the limitations of maintenance work, the project is limited to 1,000 linear feet of bank stabilization. This work was focused on the north and east slopes (total of approx. 800 lf) where the greatest water velocities are experienced. This alternate includes the re-grading, erosion blanket installation, and plug planting along the remaining slopes in the same manner as the base contract work.

ALTERNATE III – LANNON STONE WALL

The existing slope on the north side of the Kensington Place complex exhibits variations in the slope grading as well as localized slope failure. In order to mitigate the risk of additional slope failure, and protect the newly established native vegetation and habitat on the shoreline, this work includes re-grading of the slopes and integration of Lannon stone walls and/or outcroppings in order to transition the grade.



Figure 3: Existing slope of turf grass exhibits variations in slope and isolated failure areas not depicted in this photo.



Figure 4: Sample of a stone outcropping used to transition slopes.



Project Schedule

Design and Permitting Services:

The following is the anticipated schedule for obtaining permits for the Project:

- April 16: Project Kick-Off and Data Collection
- April 18: Pre-Application Meeting (USACOE)
- April 23: 50% Design Submittal to Village of Downers Grove (Includes Design Options)
- April 30: 90% Design Submittal to Village of Downers Grove
- May 4: Final Plan Submittal to Downers Grove, USACOE & KDSWCD
- May 18: Downers Grove – Maintenance Concurrence and Approval
- June 15: Kane DuPage SWCD
- June 25: US Army Corps of Engineers

Construction Schedule:

The following is the anticipated construction schedule for the Project:

- June 25: Mobilization
- July 31: Complete Debris Removal & Plug Planting
- November 15: Slope Grading, Select Clearing, & Prairie Seeding (dormant)



EXHIBIT B

visio
vertere
virtute

Client: Mr. Nate Hawk
Village Of Downers Grove
5101 Walnut Ave.
Downers Grove, IL 60515
Phone: 630/434-5460
Fax: 630/434-5495

Job Name: Prentiss Creek (Sub E)
Kensington Place
Date of Plans: N/A
Revision Date: N/A
Date of Estimate: 3/15/2012

CONSTRUCTION BUDGET - SHORELINE MAINTENANCE

1.00	GENERAL CONDITIONS	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.05	Mobilization	1.000	LS	\$ 2,335.00	\$ 2,335.00
1.10	Performance & Payment Bond	1.000	LS	\$ 4,250.00	\$ 4,250.00
1.15	Insurance	1.000	LS	\$ 785.00	\$ 785.00
1.20	Site Supervision	1.000	LS	\$ 2,450.00	\$ 2,450.00
1.25	Traffic Control & Street Sweeping	1.000	LS	\$ 2,200.00	\$ 2,200.00
1.30	Maintenance & Management (3 Years)	1.000	LSUM	\$ 12,500.00	\$ 12,500.00
SUBTOTAL					\$ 24,520.00

2.00	CLEARING & SITE PREPARATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
2.05	Remove Undesirable Vegetation	0.390	ACRE	\$ 19,500.00	\$ 7,605.00
2.10	Herbicide Application	0.390	ACRE	\$ 3,200.00	\$ 1,248.00
SUBTOTAL					\$ 8,853.00

3.00	GRADING & TOE STABILIZATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3.05	Regrade Toe of Slope	850.000	LP	\$ 9.00	\$ 7,650.00
3.10	S150BN Blanket Installation	1,155.000	SY	\$ 2.25	\$ 2,598.75
3.20	S75BN Blanket Installation	4,230.000	SY	\$ 1.75	\$ 7,402.50
SUBTOTAL					\$ 17,651.25

4.00	RESTORATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
4.05	Seeding	1.120	ACRE	\$ 3,275.00	\$ 3,668.00
4.10	Shorcline Plug Installation	3,600.000	EA	\$ 4.25	\$ 15,300.00
4.15	Emergent Plug Installation	3,600.000	EA	\$ 4.25	\$ 15,300.00
4.20	Wetland Shoal Plug Installation	4,000.000	EA	\$ 4.25	\$ 17,000.00
SUBTOTAL					\$ 51,268.00

SUMMARY BASE BID ITEMS				
1.00	GENERAL CONDITIONS			\$ 24,520.00
2.00	CLEARING & SITE PREPARATION			\$ 8,853.00
3.00	GRADING & TOE STABILIZATION			\$ 17,651.25
4.00	RESTORATION			\$ 51,268.00
5.00	ENGINEERING & DESIGN			\$ 14,002.40
6.00	CONTINGENCY (10%)			\$ 11,629.47
TOTAL				\$127,924.12



EXHIBIT B



Client: Mr. Nate Hawk
 Village Of Downers Grove
 5101 Walnut Ave.
 Downers Grove, IL 60515
Phone: 630/434-5460
Fax: 630/434-5495

Job Name: Prentiss Creek (Sub E)
 Kensington Place
Date of Plans: N/A
Revision Date: N/A
Date of Estimate: 3/14/2012

CONSTRUCTION BUDGET - ALTERNATE ITEMS

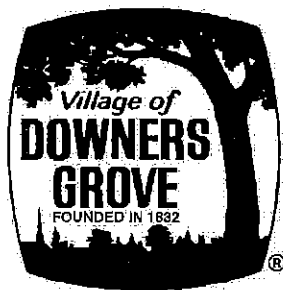
10.00	DAM MODIFICATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.05	On-Site Sediment Relocation	15.000	CY	\$ 100.00	\$ 1,500.00
1.10	Dam Modification	1.000	LS	\$ 7,500.00	\$ 7,500.00
SUBTOTAL					\$ 9,000.00

11.00	ADDITIONAL STABILIZATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
2.05	Regrade Toe of Slope	880.000	LF	\$ 9.00	\$ 7,920.00
2.10	S150BN Blanket Installation	490.000	SY	\$ 2.25	\$ 1,102.50
2.15	S75BN Blanket Installation	1,796.000	SY	\$ 1.75	\$ 3,143.00
2.20	Seeding	0.480	ACRE	\$ 3,275.00	\$ 1,572.00
SUBTOTAL					\$ 13,737.50

12.00	ADDITIONAL ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL
3.05	Install High Stack Lannon Stone Wall	55.000	LF	\$ 325.00	\$ 17,875.00
3.15	Install Additional Wetland Shoal Plugs	2,500.000	EA	\$ 4.25	\$ 10,625.00
SUBTOTAL					\$ 28,500.00

SUMMARY BASE BID ITEMS					
10.00	DAM MODIFICATION			\$	9,000.00
11.00	ADDITIONAL STABILIZATION			\$	13,737.50
12.00	ADDITIONAL ITEMS			\$	28,500.00
13.00	ENGINEERING & DESIGN (ALT #10 & #11)			\$	45,580.00
14.00	CONTINGENCY (10%)			\$	9,681.75
TOTAL					\$106,499.25

Village of Downers Grove



REQUEST FOR PROPOSAL

Name of Proposing Company: V3 CONSTRUCTION GROUP, LTD.

Project Name: Prentiss Creek (Sub E) - Kensington Place
Proposal No.: DR-039
Proposal Due: Friday, March 9, 2012 - 10:00 A.M. - Public Works
Pre-Proposal Conference: Required: Monday, March 5, 2012- 10:00 A.M. at Public Works (site visit weather dependent)

Required of All Proposers:

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

Required of Awarded Contractor:

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

Date Issued: Friday, February 24, 2012

This document consists of 43 pages.

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

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

Village of Downers Grove

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

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

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

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

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

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

I. REQUEST FOR PROPOSALS

1. GENERAL INFORMATION

1.1 Statement of Needs-

The Village of Downers Grove (Village) is seeking technical and cost proposals from pre-qualified Firms (Proposers) to provide Design/Build Services for the reconfiguration and naturalization of Prentiss Creek and an existing on-line pond within the Kensington Place Subdivision to mitigate poor water quality conditions.

1.2 Project Description-

The subject of this project is an existing on-line pond located along Prentiss Creek in the Kensington Place Subdivision east of Woodward Avenue and south of Loomes Avenue. Sediment deposition, mud flats, low water levels, poor water quality and other undesirable conditions have been observed along Prentiss Creek. In August of 2011 a Concept Plan titled Prentiss Creek (Sub-E) Kensington Place Concept Plan was completed by design consultants on behalf of the Village. The concept plan is included with this RFP as Appendix A. The concept-level report details possible solutions including sediment removal, bank stabilization, dam removal, and the possible reconfiguration of the existing detention facility to reduce or eliminate the poor water quality issues. The Village wishes to reconfigure and naturalize the area shown in Exhibit A through the use of aesthetically pleasing, ecologically sustainable methods. The Village anticipates cooperation from the home owners association and the adjacent properties for the improvements.

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

Village of Downers Grove



Project Area

1.2.1 Anticipated Improvements

The Village anticipates the use of a combination of Options 2 and 3 as presented in the Concept Plan to accomplish the desired objectives. The total project budget includes design, permitting and construction as well as maintenance and monitoring of the completed project. Proposer shall include conceptual design details of each treatment proposed, along with a plan view sketch of the approximate locations and quantities for each treatment. Proposer shall include on the plan view the approximate proposed limits of grading and restoration, along with any proposed access routes, staging areas, etc.

It is also anticipated that sediment will not need to be removed from the project area.

1.2.2 Base Lump Sum Cost and Contingency

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

Village of Downers Grove

the Base Lump Sum Cost plus the Contingency amount.

- 1.3 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Friday, March 9, 2012 – 10:00 A.M.**
- 1.4 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.5 Technical and Cost Proposal forms shall be sent to the Village of Downers Grove, ATTN: NATHANIEL HAWK, in a sealed envelope marked "SEALED TECHNICAL AND COST PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
 - 1.5.1 Technical proposals shall include the following information for the project area:
 - Proposed design
 - Anticipated permits required
 - Proposed means and methods
 - Proposed project schedule
 - 1.5.2 Cost proposals shall include the following information for the project area:
 - Proposed Base Lump Sum Cost, including separate costs for any design alternates, and a Contingency amount
 - Proposed schedule of values including sub-totals for design/permitting, construction and maintenance and monitoring (if necessary)
 - Permit review fees shall be included for all necessary reviewing agencies
- 1.6 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the proposal. Telephone, email and fax proposals will not be accepted.
- 1.7 By submitting this proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.
- 1.8 Defined Terms:
 - 1.8.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.8.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Proposer's completed proposal, bonds and all required certifications.
 - 1.8.3 Proposal – this document completed by an individual or entity and submitted to the Village.
 - 1.8.4 Proposer – the individual or entity that submits or intends to submit technical and cost proposals to the Village.

Village of Downers Grove

- 1.8.5 Contractor – the individual or entity whose proposal is selected by the Village and who enters into a contract with the Village.
- 1.8.6 Work – the construction or service defined herein.
- 1.8.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
- 1.8.8 Proposal Guaranty – the required proposal deposit.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 The Proposer shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Proposal shall be a conclusive assurance and warranty that the Proposer has made these examinations and that the Proposer understands all requirements for the performance of the Work. If the Proposal is accepted, the Proposer will be responsible for all errors in the proposal resulting from his willful or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLFUL OR NEGLECTFUL FAILURE OF THE PROPOSER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLFUL OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THE CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Proposer, which might be discovered subsequent to award of a contract. The Proposer shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Proposer.
- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Proposer. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Proposer. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Proposer’s responsibility to obtain detailed information from the respective utility companies relating to the location of their

Village of Downers Grove

facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.

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

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- 3.3 If attendance at the pre-proposal conference is required, no Contract Documents will be issued after the pre-proposal conference except to attendees.
- 4. COST PROPOSAL SUBMISSION**
- 4.1 An original copy of the sealed cost proposal marked as indicated in Section 1 shall be submitted to the Village.
- 5. MODIFICATION OR WITHDRAWAL OF PROPOSALS**
- 5.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a proposal, provided that it is received prior to the time and date set for the proposal opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 5.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of the person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.
- 6. PROPOSAL REJECTION**
- 6.1 Proposals that contain omissions, erasures, alterations, additions not called for, conditional proposals or alternate proposals not called for, or irregularities of any kind, shall be rejected as informal or insufficient. The Village reserves the right however, to reject any or all proposals and to waive such technical error as may be deemed in the best interest of the Village.
- 7. PROPOSER COMPETENCY**
- 7.1 No Proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Proposer, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days of a request.
- 8. PROPOSER DISQUALIFICATION**
- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of their Proposal.
- 8.1.1 More than one proposal for the same Work from an individual, firm, partnership, or corporation under the same or different names.
- 8.1.2 Evidence of collusion among Proposers.
- 8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- 8.1.4 Failure to submit a unit price for each item of Work listed in the Proposal Form (if applicable).

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

10. AWARD OF CONTRACT

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

11. FAILURE TO ENTER INTO CONTRACT

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

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

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

12. SECURITY FOR PERFORMANCE

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

13. DELIVERY

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

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

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17. TRADE NAMES AND SUBSTITUTIONS

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

II. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

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

2. USE OF VILLAGE'S NAME

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

3. HOURS OF WORK

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

4. PERMITS AND LICENSES

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

5. INSPECTION

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

6. DELIVERIES

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

7. SPECIAL HANDLING

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

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8. INDEMNITY AND HOLD HARMLESS AGREEMENT

8.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

9. NONDISCRIMINATION

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

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

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

9.1.3 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 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. Sec. 12101 et. seq.

10. SEXUAL HARASSMENT POLICY

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

10.1.1 Notes the illegality of sexual harassment;

10.1.2 Sets forth the State law definition of sexual harassment;

10.1.3 Describes sexual harassment utilizing examples;

10.1.4 Describes the Proposer's internal complaint process including penalties;

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

11. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

12. DRUG FREE WORK PLACE

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

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- 12.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 12.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 12.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 12.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

13. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

14. PREVAILING WAGE ACT

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

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- 14.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors 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.
- 14.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 14.6 Any bond furnished as security for performance shall include a provision that will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.
- 15. PATRIOT ACT COMPLIANCE**
- 15.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.
- 16. INSURANCE REQUIREMENTS**
- 16.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not

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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	\$2,000,000	Each Claim
(pursuant to section 9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 16.2 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".
- 16.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 16.4 Worker's Compensation coverage shall include a waiver of subrogation against the Village.
- 16.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 16.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor

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employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.

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

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18. COMPLIANCE WITH OSHA STANDARDS

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

19. CERCLA INDEMNIFICATION

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

20. BUY AMERICA

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

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

21. CAMPAIGN DISCLOSURE

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

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

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

- 21.4 By signing the Proposal 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.

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22. SUBLETTING OF CONTRACT

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

23. TERM OF CONTRACT

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

24. TERMINATION OF CONTRACT

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

25. BILLING & PAYMENT PROCEDURES

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

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

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

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

26. RELATIONSHIP BETWEEN THE CONTRACTOR AND THE VILLAGE

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

27. STANDARD OF CARE

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

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

28. GOVERNING LAW

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

29. SUCCESSORS AND ASSIGNS

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

30. WAIVER OF CONTRACT BREACH

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

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31. AMENDMENT

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

32. CHANGE ORDERS

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

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

33. SEVERABILITY OF INVALID PROVISIONS

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

34. NOTICE

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

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

and to the Proposer as designated in the Contract Form.

35. COOPERATION WITH FOIA COMPLIANCE

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

III. PROJECT SPECIFICATIONS

GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 Unless specifically modified herein, or otherwise in writing and approved by both parties, the following standards shall govern the construction of the proposed improvements:
 - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Fifth Edition, 1996 (the Water & Sewer Specs.); and
 - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2012; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2012 (references to "Department" within the SSRBC shall refer to the Village); and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois revised March, 2006; and
 - 1.1.4 Illinois Urban Manual.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. DESIGN AND COOPERATION OF CONTRACTOR

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

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

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

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

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

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

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

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

No natural event will be considered cataclysmic.

4. PROSECUTION AND PROGRESS

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

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

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

5. MEASUREMENT AND PAYMENT

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

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

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

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

6. GENERAL CONSTRUCTION REQUIREMENTS

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

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

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

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

7. CONSTRUCTION STAKING AND RECORD DRAWINGS

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

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

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

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

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

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and Watermain GPS Code Lists.

7.1.5

Stormwater GPS Code List

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

8. PRECONSTRUCTION VIDEO

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

9. ACCESS AND WATER SHUT-OFF NOTIFICATION

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

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

10. TREE PROTECTION

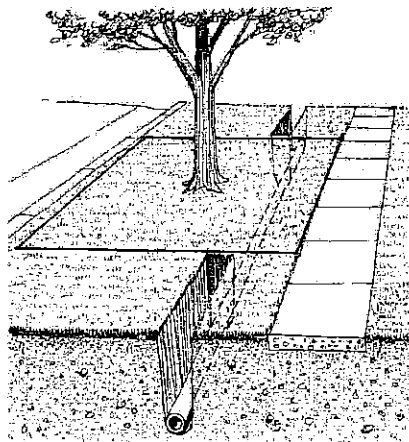
10.1 Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code.

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

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

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



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

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

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

11. EROSION AND SEDIMENTATION CONTROL

11.1 Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing erosion and sedimentation control systems as agreed upon by the Village and Contractor and in compliance with applicable permit regulations. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the SSRBC, except as amended herein.

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

11.3 The Contractor is responsible for all compliance with the General NPDES Permit (No. ILR10) for Storm Water Discharges from Construction Site Activities. This shall include, but not be limited to, preparation and submittal of all required forms such as the NOI, ION, NOT, SWPPP, etc. The Contractor is responsible for performing all soil erosion and sediment control inspections, maintaining inspections, reports, logs, etc. and for keeping an up to date SWPPP on site at all times.

12. TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

12.1 This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.

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

12.3 The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that the work zone in question is properly signed, barricaded and otherwise marked.

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

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

13. STREET SWEEPING AND DUST CONTROL

13.1 All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the project. Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by approved mechanical sweeping equipment.

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

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

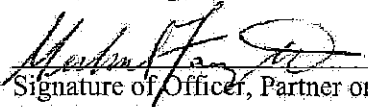
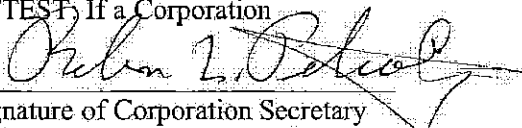
(Proposer must insert the technical proposal here. Do NOT insert a form contract as the RFP document including detail specs and Proposer's response will become the contract with the Village.)

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:	
<u>V3 CONSTRUCTION GROUP, LTD</u> Company Name	Date: <u>3-15-2012</u>
<u>7325 JANES AVENUE</u> Street Address of Company	<u>mfamiglietti@v3co.com</u> Email Address
<u>WOODRIDGE, ILLINOIS 60517</u> City, State, Zip	<u>MIKE FAMIGLIETTI</u> Contact Name (Print)
<u>630-724-9200</u> Business Phone	<u>630-724-9200</u> 24-Hour Telephone
<u>630-724-9202</u> Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST, If a Corporation  Signature of Corporation Secretary	<u>MIKE FAMIGLIETTI - PRESIDENT</u> Print Name & Title

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: V3 CONSTRUCTION GROUP, LTD.
ADDRESS: 7325 JANES AVENUE
CITY: WOODRIDGE
STATE: ILLINOIS
ZIP: 60517
PHONE: 630-724-9200 FAX: 630-724-9202
TAX ID #(TIN): 36-4152156

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: SAME AS ABOVE
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: *[Handwritten Signature]* DATE: 03-15-2012

Village of Downers Grove

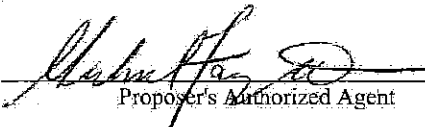
PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Kensington Place, Proposer V3 CONSTRUCTION GROUP hereby certifies
(Name of Project) (Name of Proposer)
the following:

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

PROPOSER'S CERTIFICATION (page 2 of 3)

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

BY: 
Proposer's Authorized Agent

3 6 - 4 1 5 2 1 5 6

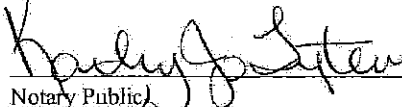
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or *****

Social Security Number



Subscribed and sworn to before me
this 16TH day of MARCH, 2012.


Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of ILLINOIS, which operates under the Legal name of V3 CONSTRUCTION GROUP, LTD., and the full names of its Officers are as follows:

President: MIKE FAMIGLIETTI

Secretary: ROB PETROELJE

Treasurer: ROB PETROELJE

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

N / A

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

N / A

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

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

Insurer's Name TJ ADAMS - WILLIS

Agent JOHN ADAMS

Street Address 425 N. MARTINGALE ROAD

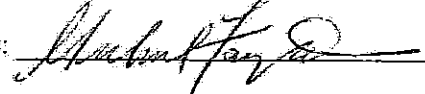
City, State, Zip Code SCHAUMBURG, ILLINOIS 60173

Telephone Number 847-517-3450

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

Print Name of Company: V3 CONSTRUCTION GROUP, LTD.

Print Name and Title of Authorizing Signature: MIKE FAMIGLIETTI - PRESIDENT

Signature: 

Date: 03-16-2012

SUBCONTRACTORS LIST

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

1) 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 _____

BUY AMERICA CERTIFICATION

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

Instructions:

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

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

Certificate of Compliance

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

Signature _____

Company Name V3 CONSTRUCTION GROUP, LTD.

Title PRESIDENT

Date 03-16-2012

Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Suspension or Debarment Certificate

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

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

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

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

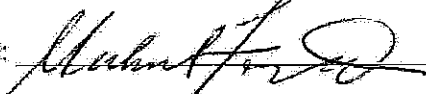
Company Name: V3 CONSTRUCTION GROUP, LTD.

Address: 7325 JANES AVENUE

City: WOODRIDGE, ILLINOIS Zip Code: 60517

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

E-mail Address: mfamiglietti@v3co.com

Authorized Company Signature: 

Print Signature Name: MIKE FAMIGLIETTI Title of Official: PRESIDENT

Date: 03-16-2012

CAMPAIGN DISCLOSURE CERTIFICATE

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

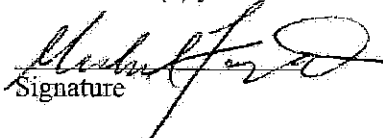
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

By signing the proposal documents, contractor/proposer/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:

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


Signature

MIKE FAMIGLIETTI
Print Name

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

Print the following information:

Name of Contributor: *****
(company or individual)

To whom contribution was made: *****

Year contribution made: ***** Amount: \$ *****

Signature

Print Name

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

March 13, 2012

Village of Downers Grove – Public Works
5101 Walnut Avenue
Downers Grove, Illinois 60515

Re: V3 Construction Group, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517

Project: Prentiss Creek (Sub E) – Kensington Place Design/Build
Project Estimate: \$500,000

To Whom It May Concern:

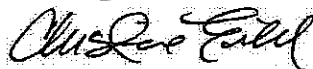
Please be advised that Washington International Insurance Company (“WIIC”) currently executes bonds for V3 Construction Group, Ltd.

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

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

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

Sincerely,
Washington International Insurance Company



Christine Eitel
Attorney-In-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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

FIFTY MILLION (\$50,000,000.00) DOLLARS

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

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

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



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



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

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19th day of September, 2011.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 19th day of September, 2011, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
D. Jill Nelson, Notary Public

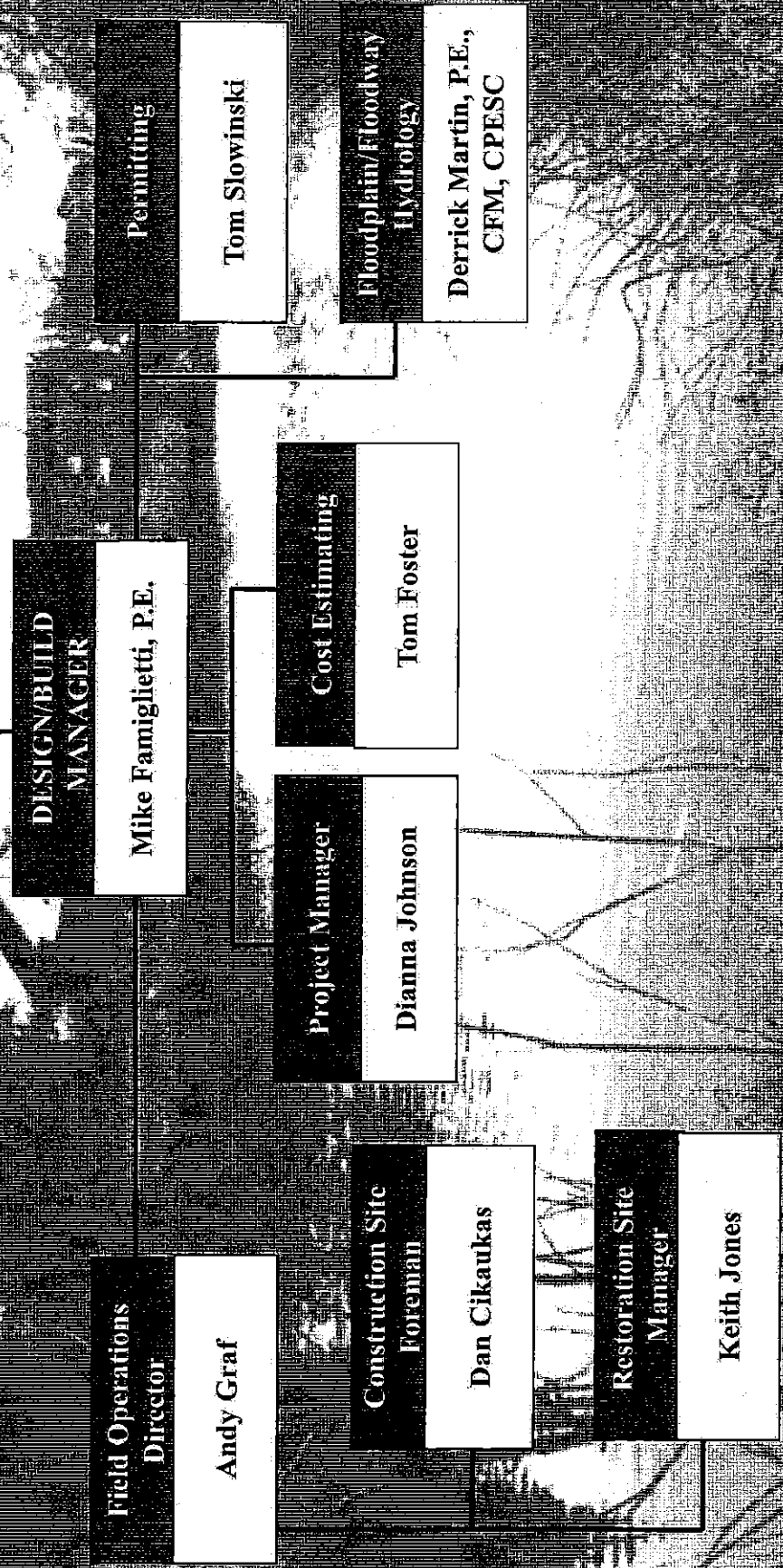
I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13 day of MARCH, 2012

[Signature]

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

Village of Downers Grove Organization Chart





Project Team Member Qualifications

V3's project team is made up of extremely talented professionals including professional engineers, construction managers, ecologists, biologists, and experts in ecological restoration. They are a group that is leading V3 into the future with integrity, honesty, dedication to their work and a commitment to maintaining excellent working relationships with all of V3's clients.

V3 prides itself on client service. We keep our clients informed of our progress and we hit deadlines in order to assure our success. In reviewing the needs of this project, we are confident that we have the necessary personnel to achieve the goals and objectives for this project as set forth by the Village of Downers Grove.

RESPONSIBILITIES WITHIN THE V3 TEAM

The project team for the Village of Downers Grove Kensington Place Streambank Stabilization project will be comprised of the following individuals who will have these general responsibilities:

Design/Build Manager

Mike Famiglietti, P.E.

As the director of construction and restoration at V3, Mr. Famiglietti will be the primary point of contact for the entire project, design through construction. He will coordinate all aspects of the project to ensure all project goals are satisfied and that the project is effectively and efficiently executed. In addition, responsibility will include overall quality control on the project and allocation of all required resources. Additional tasks will include technical insight and reviews of the project procedures, logistics, bidding, constructability reviews, staging, budget and scheduling.

Mr. Famiglietti has over 20 years of experience in the construction industry with expertise in the management and execution of ecological, site development, infrastructure, and building projects.

Project Manager

Dianna Johnson

The Project Manager (PM) will be responsible to make sure that the project is fully executed and that all the available resources are utilized when appropriate. Specific tasks include the assisting the design/build manager with coordination of engineering efforts, value alternatives analysis, and establishment of project procedures, project schedule, and construction. During construction, the PM will be responsible for the management of all construction activities and team personnel as well as administration of the project.

Ms. Johnson has been managing construction projects for over 20 years and has specifically focused her efforts towards earthwork and ecologic restoration. Her experience in both design and construction facilitate the expedient resolution to issues of constructability and design conflict.

Water Resources Engineer – Floodplain/Floodway

Derrick Martin

As the expert in water resources, Mr. Martin will evaluate the current use of the waterway and any hydrologic and hydraulic analysis required. He will offer recommendations and permit impacts to any proposed improvements.

Mr. Martin is a Certified Floodplain Manager and a Certified Professional in Erosion and Sediment Control with over 15 years of water resources engineering and construction inspection experience. He possesses a comprehensive understanding of the federal, state, and local stormwater regulations as they relate to watershed improvements and/or site design and the associated permitting process. Mr. Martin provides design and field inspection services related to shoreline and streambank stabilization/restoration projects as well as erosion and sediment control.

Project Team Member Qualifications

Permitting

Tom Slowinski

Mr. Slowinski will oversee all aspects of wetland delineation, assessment and federal and local wetland permitting for all aspects of the various stream stabilization projects. He will offer specific insight to the improvement options as it relates to permits and their impact on the cost and timing of the project.

Mr. Slowinski is a Certified Wetland Specialist (Lake County) and a Qualified Wetland Review Specialist (Kane County) with 35 years of wetland, ecological restoration and environmental impact assessment experience. He is V3's Vice President for Wetlands & Ecology. Before entering consulting in 1989, Mr. Slowinski was Chief, Regulatory Section of the Chicago District, US Army Corps of Engineers. He is responsible for overseeing wetland delineations and assessments, wetland mitigation planning and implementation, U.S. Army Corps of Engineers Section 404 and local permitting, wetland management and monitoring, ecological restoration, endangered species investigations, and preparation of environmental impact assessments.

Field Operations Director

Andy Graf

The Field Operations Director will be responsible for the supervision and allocation of equipment and labor to execute the project in accordance with the design. It is this position's responsibility to make sure that the project is fully executed and that all the available resources are utilized when appropriate.

Mr. Graf has been managing construction projects for over 20 years and has specifically focused his efforts towards earthwork and restoration projects. His experience as both an equipment operator and general field superintendent offer practical and expedient resolution to issues of constructability and design conflict.

Construction Site Foreman

Dan Cikauskas

The Site Foreman will be responsible for directing all self-performed work and assist in the management and direction of each trade. His role will include quality assurance of the work, expediting construction, and managing the overall site logistics to achieve effective and efficient completion of the work. The site foreman will oversee all operations to ensure compliance with all plans, specifications, and procedures.

Restoration Site Manager

Keith Jones

The Restoration Manager will be responsible for all aspects of the project related to native restoration. This includes definition of design parameters, selection of plug species, and design of any required seed mix. In addition, responsibilities will include the overall quality control during installation of all native restoration activities.

Mr. Jones has over 12 years of experience as an ecologist and has participated in many large scale native restoration projects. Many of these projects have included long term maintenance and monitoring component which has afforded Mr. Jones the ability to evaluate successful means and methods for the varying projects and site conditions. The practical experience he has developed is invaluable in achieving ecological restoration and enhancement goals following initial implementation.



MIKE FAMIGLIETTI, P.E.

ROLE: QUALITY MANAGER CONSTRUCTION

EDUCATION:

Bachelor of Science
Civil Engineering
Purdue University

REGISTRATIONS:

Professional Engineer:
Illinois: 062-054914, 2001

CONTINUING EDUCATION:

IDOT:

OSHA 30-Hours Training

Radiation Safety Training

UNIVERSITY OF WISCONSIN:

Successful Construction
Management Techniques &
Procedures

Maintaining Asphalt
Pavements

Construction Management
Materials Testing

Geotechnical Engineering

PROFESSIONAL ASSOCIATIONS:

American Concrete
Institute (ACI)

American Society of Civil
Engineers (ASCE)

Mr. Famiglietti has over 18 years of experience in the construction industry with expertise in the management and execution of ecological, site development, infrastructure, and building projects. Specific project experience includes greenfield development, major redevelopment, retail and commercial construction, parks and ecological restoration. He is currently responsible for the overall construction operations and business development for V3's Construction Management and Contracting.

PROJECT EXPERIENCE

Clark Island Renovation, Batavia, Illinois – Senior Project Manager for this \$1.2 million design/build project renovating a park for the Batavia Park District. Scope of work included 2 temporary crossings installed in the Fox River, installation of shoreline stabilization for Clark Island including fishing stations, pedestrian bridge demolition, installing 2 new pedestrian bridges, renovation of the shelter on Clark Island and a new asphalt bike path. Improvements were also made to the shoreline area of the park, which included a new BMX park, a new playground area, ball field lighting and restoration of an existing stone bridge.

Carpenter Street Storm Sewer Replacement, Downers Grove, Illinois – Senior Construction Manager for this design/build project which had a contract amount of \$845,000 and involved the construction of a storm sewer system on a busy residential street that needed to remain open at all times. A Special Storm Structure had to be constructed at the end of an 11-inch storm sewer pipe and installed in close proximity to existing residential homes and driveways. A unique challenge was managing a 24-hour pumping effort that was needed to drop the water level to allow work to proceed.

McDowell Grove Dam Modifications, DuPage County, Illinois – Senior Construction Manager for this \$1.4 Million dollar, Design/Build dam modification project for DuPage County. Scope of work included by-pass pumping 700 LF of the West Branch DuPage River so that modifications could be made to the existing McDowell Grove Dam and all the sediment behind the dam and within the construction area could be removed. Channel bank loading material was placed in the construction area along with boulders, mushroom caps, root wads and plant vegetation to improve aquatic habitat in the river bed.

Brewster Creek Business Park, Bartlett, Illinois – Senior Construction Manager for a 380-acre stone quarry reclamation with a projected 10 year infrastructure cost of \$50 million. This design/build project consisted of a light industrial and office building complex within a series of lakes covering approximately 48 acres and a 60-acre wetland mitigation area and storm water management facility. V3 managed all infrastructure construction within the business park, including mass earthwork consisting of the monitoring and testing of 6.2 million cubic yards of material. Other noteworthy construction management activities included oversight of sanitary and storm sewer installation, lift station construction, water main installation and roadway construction.



DIANNA JOHNSON

ROLE: PROJECT MANAGER

EDUCATION:

Master of Business
Administration
Regent University

Ms. Johnson has over 22 years of experience in management. Her construction management experience includes working with municipalities and developers on a variety of projects. She has experience in managing projects such as multi-purpose trail construction, stream bank stabilization, park developments and commercial site developments. She is responsible for coordinating the progress of the project and interacting with the owner and engineer. Dianna monitors the self-performing component of the project and schedules the subcontractor work as needed.

PROJECT EXPERIENCE

Barth Pond Shoreline & Pathway Improvements, Downers Grove, Illinois – Project Manager for this \$822,000 project for the Downers Grove Park District. Scope of work included removal of the existing sheet pile along the shoreline and installation of 1640 lf of Lannon stone and 390 lf of Coir Blocks for shoreline stabilization. Also included was new asphalt path, concrete path, concrete stairs, seeding restoration and new trees.

Fort Sheridan Forest Preserve, Lake County, Illinois – Project Manager for this \$3.4 Million dollar remediation and restoration of 60 acres of land on the former Fort Sheridan Army Base. Scope of work included implementation of the Ft. Sheridan Preserve Remediation and Restoration Remedial Action Plan-Central Plateau, which dictated the manner in which on-site stock pile material would be handled and placed as fill on the site. A diversion channel was constructed through the middle of the site to handle drainage that had been going to the ravines on the north and south sides of the property.

Also included was the stabilization of the ravine on the north side of the property by placing fill and rip rap in the bottom and installing log structures in strategic locations on the slopes.

Reach 1 Streambank Stabilization Design/Build, Glenview, Illinois – Project Manager for this \$90,000 design/build streambank stabilization project along the North Branch of the Chicago River for the Village of Glenview. Scope of work included installing 3 tier soil lifts along 255 LF of shoreline and installation of a rock vane to divert river flow from direct shoreline impact. Restoration was completed with live willow stakes, prairie seeding and blanket.

Springbrook Tributary No. 2 Meander Project, DuPage County, Illinois – Project Manager for this \$3.6 million project of restoring an approx. 2.2 mile section of Spring Brook Creek to its historic floodplain condition for the DuPage County Forest Preserve. Scope of work included creating a new meandering creek channel. Stabilization methods included lining the new channel with aggregate, installing root wads along the shoreline and wrapping the topsoil along the banks with coir fiber blanket. The old creek channel was filled in as the new channel was constructed. An existing weir at the beginning of the creek project was removed and a new aggregate weir was installed. The restoration was completed with native seeding, wetland plugs and plantings of shrubs and trees.



DIANNA JOHNSON

ROLE: PROJECT MANAGER

Manhattan Creek Restoration, Illinois – Project Manager for this \$700,000 creek restoration project creating a new creek channel corridor approx. 1 mile in length. Scope of work included excavating a new creek channel and grading the creek corridor. Old drain tiles were abandoned and redirected to the new creek channel. Also included were installing rock check dams, a new bike path and complete restoration of the area with wetland plugs and native seeding.

Veterans Island Shoreline Stabilization, Aurora, Illinois – Project Manager for this \$677,400 project for the Fox Valley Park District. Scope of work included placing outcropping stone on concrete footings and placing new granite boulders for stabilization along the shoreline of Veteran Island Park in the Fox River. Also included was installation of permeable pavers, concrete paving, seat walls, new sand beach and landscape restoration of the island.

McDowell Grove Dam Modifications, DuPage County, Illinois – Project Manager for this \$1.4 Million dollar dam modification project for DuPage County. Scope of work included by-pass pumping 700 LF of the West Branch DuPage River so that modifications could be made to the existing McDowell Grove Dam and all the sediment behind the dam and within the construction area could be removed. Channel bank loading material was placed in the construction area along with boulders, mushroom caps, root wads and plant vegetation to improve aquatic habitat in the river bed.

Hidden Lakes Forest Preserve, DuPage County, Illinois – Project Manager for this \$346,000 Ph2 Parking Lot and Trail Improvements project for the DuPage County Forest Preserve District. Scope of work included construction of a new 36 car parking lot, storm sewer improvements, 2 detention basins and new trail along the parking lot and new basin to provide a complete trail system around the lake. Also included in the work was installation of a new pedestrian bridge that had been provided by the Forest Preserve District. Restoration was completed with both native and turf seeding and erosion control blanket.

Clark Island Renovation, Batavia, Illinois – Project Manager for this \$1.2 million project renovating a park for the Batavia Park District. Scope of work included 2 temporary crossings installed in the Fox River, installation of shoreline stabilization for Clark Island including fishing stations, pedestrian bridge demolition, installing 2 new pedestrian bridges, renovation of the shelter on Clark Island and a new asphalt bike path. Improvements were also made to the shoreline area of the park, which included a new BMX park, a new playground area, ball field lighting and restoration of an existing stone bridge.



KEITH JONES

ROLE: RESTORATION SITE MANAGER

YEARS OF EXPERIENCE:

With V3: 12

Other: 0

EDUCATION:

Bachelor of Science
Environmental Biology
Eastern Illinois University

CERTIFICATIONS:

Illinois Prescribed Burn
Manager (2010)

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

Illinois Applicator Pesticide
License

Kane County Qualified
Wetland Review Specialist

CPR/First Aid,
2005 to present

PROFESSIONAL ASSOCIATIONS:

Illinois Ornithological
Society (IOS)

International Erosion
Control Association (IECA)

Society of Wetland
Scientists (SWS)

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

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

PROJECT EXPERIENCE

Pape Island Shoreline Stabilization Project, Fox Lake, Lake County, Illinois – Managed all ecological restoration activities and assisted with the design of the approximately 2,000 lineal foot shoreline restoration of Pape Island, employing five bioengineering techniques. The Pape Island Shoreline Stabilization project was performed for the Fox Waterway Agency and the Illinois Department of Natural Resources – Office of Water Resources and is located on Pistakee Lake within the Fox Chain O'Lakes. Ecological restoration activities for the 17-acre island included installation of native seed, plants, live stakes and shrubs, and management activities included chemical, mechanical and biological weed control, prescribed burning and irrigation.

Manhattan Creek Stream Restoration, Manhattan, Will County, Illinois – Designer of ecological portion of the stream restoration plan. The design was conducted for the Conservation Foundation and involved the restoration of approximately 5,200 lineal feet of the Manhattan Creek and nearly 21-acres of adjacent riparian area. The restoration plan involves the daylighting of underground pipe and reconstruction/stabilization of channelized sections by re-creating the natural meandering creek habitat utilizing bio-engineering techniques to improve water quality, wildlife habitat and aesthetics of the riparian corridor.

Lot 16 Shoreline Stabilization, Glenview, Cook County, Illinois – At the northeastern end of Lot 16, a bend in the West Fork coupled with a failed artificial riffle caused severe erosion of the riverbank. V3 was selected to provide design/build services for the eroded bank. Due to the flashy hydrology of the system and the client's preference for a "green" solution, a bioengineered design was developed to withstand



KEITH JONES

ROLE: RESTORATION SITE MANAGER

the erosive forces on the bank. A soil lift system was utilized to hold soil in place and a rock vane was installed to direct flow away from the bank. Coir log, wetland plugs, and live willow and dogwood stakes were also used to accomplish project goals.

Following design and permitting by V3's Natural Resources Division, V3's Construction Group performed the installation of the design including the excavation and planting. V3's engineers, ecologists, and contractors collaborated on-site during construction. Engineers worked closely with the excavator to ensure proper installation of the soil lifts, rock vane, and rock riffle. Ecologists were on-site during excavation to secure coir logs and prepare the shoreline for live stakes and seeding. With excavation complete, the shoreline and banks were seeded and protected with erosion control measures. An additional pedestrian access point was added for use by local residents.

Romeoville Prairie Nature Preserve South Restoration, Romeoville, Will County, Illinois – Designed an ecological restoration plan and oversaw construction efforts for the site's East Unit and assisted with the development of a Feasibility Study for the West Unit. Historically, this approximately 17.5-acre area had been used to dump fill, some of which contained non-hazardous special waste. The East Unit Restoration Plan laid out a process and timeline for removing the fill from the restoration area, rehabilitating buried soils and reestablishing plant communities that reflect the historic communities that likely existed in the area prior to filling.

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

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

Geneva Middle School, Geneva, Illinois – The Geneva Middle School site discharges stormwater run-off to the west and ultimately to Peck Lake which is a Geneva Park District owned property. Peck Lake is a natural area and careful consideration was needed for the design of the stormwater facilities and best management practices so that the Geneva Middle School site would not degrade this area. V3 developed a native landscaping plan for the naturalized stormwater management facilities, sedimentation basins, bioswales, and a vegetated swale. The native vegetation provides infiltration of stormwater run-off from the building and parking areas in an effort to remove pollutants from the project stormwater runoff.

During construction, V3 served as the School District's erosion and sediment control inspector. This role involved visiting the site and documenting the successful and unsuccessful implementation of the erosion and sediment control measures on-site at least once every other week or after a rainfall event.

V3 conducted the native plant installation for the naturalized stormwater management facilities, sedimentation basins, bioswales, and vegetated swale. V3 continues to manage and monitor the native landscaped areas.



TOM FOSTER

ROLE: COST ESTIMATING

EDUCATION:

Northern Illinois University

CONTINUING EDUCATION:

HCSS:

Annual training conference:
2007, 2008, 2009

IDOT:

Bituminous Pavement
Inspection

UNIVERSITY OF
WISCONSIN:

Soils engineering for Non-
Soils Engineers and
Technicians

Effective Construction
Contract and Field
Administration

AREAS OF SPECIALIZED SKILL:

Proficiency in HCSS
Bidding/Estimating Software

Carlson Take-off Software

Earthwork Balance Analysis

Logistics Planning

Alternatives Analysis

Scheduling & Production

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

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

RESPONSIBILITIES

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

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

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

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



DAN CIKAUSKAS

ROLE: CONSTRUCTION SITE FOREMAN

AREAS OF SPECIALIZED

SKILL:

OSHA 10 Hour
CPR Certified
Trained and tested in
Excavations, Confined Space
and Traffic Protection
Competent Person Safety
Training

Mr. Cikauskas has 14 years of experience in the construction industry including trail construction, creek restoration, lake restoration, wetland mitigations, subdivision developments, roadways, demolition, and building excavation. He is responsible for the field employees on his projects, interaction with the owner, engineer, and testing services, and coordination of subcontractors.

PROJECT EXPERIENCE

Barth Pond Shoreline & Pathway Improvements, Downers Grove, Illinois – Superintendent for this \$822,000 project for the Downers Grove Park District. Scope of work included removal of the existing sheet pile along the shoreline and installation of 1640 lf of Lannon stone and 390 lf of Coir Blocks for shoreline stabilization. Also included was new asphalt path, concrete path, concrete stairs, seeding restoration and new trees.

Orchard Valley Golf Course Shoreline Stabilization, Aurora, Illinois – Superintendent for the \$740,800 project for Holes 3, 4 & 17 Shoreline Stabilization at the Orchard Valley Golf Course. Scope of work included lannon stone and soil lifts for shoreline stabilization. Reconstruction of a timber retaining wall, golf course restoration of tee boxes, bunker, fairway and rough, irrigation system restoration and asphalt cart path.

Kickapoo Creek Restoration, Cole County, Illinois – Superintendent for this \$188,650 project for the IDNR. Scope of work included 1500 LF of stream stabilization using rip rap as bank stabilization and installing a peak stone toe. Two rock riffles were also installed.

Veterans Island Shoreline Stabilization, Aurora, Illinois – Superintendent for this \$677,400 project for the Fox Valley Park District. Scope of work included placing outcropping stone on concrete footings and placing new granite boulders for stabilization along the shoreline of Veteran Island Park in the Fox River. Also included was installation of permeable pavers, concrete paving, seat walls, new sand beach and landscape restoration of the island.

McDowell Grove Dam Modifications, DuPage County, Illinois – Superintendent for this \$1.4 Million dollar dam modification project for DuPage County. Scope of work included by-pass pumping 700 LF of the West Branch DuPage River so that modifications could be made to the existing McDowell Grove Dam and all the sediment behind the dam and within the construction area could be removed. Channel bank loading material was placed in the construction area along with boulders, mushroom caps, root wads and plant vegetation to improve aquatic habitat in the river bed.

Springbrook Tributary No. 2 Meander Project, Du Page County, Illinois – Superintendant for this \$2.2 million project of restoring approx. 1.2 mile section of Spring Brook Creek to its historic floodplain condition for the Du Page County Forest Preserve. Scope of work included creating a new meandering creek channel. Stabilization methods included lining the new channel with aggregate, installing root wads along the shoreline and wrapping the topsoil along the banks with coir fiber blanket. The old creek channel was filled in as the new channel was constructed. An



DAN CIKAUSKAS

ROLE: CONSTRUCTION SITE FOREMAN

existing weir at the beginning of the creek project was removed and a new aggregate weir was installed. The restoration was completed with native seeding, wetland plugs and plantings of shrubs and trees.

Salt Creek Greenway Trail, Cook County, Illinois – Superintendent for this \$1.3 million project constructing 9 miles of asphalt trail for the Cook County Forest Preserve. Scope of work included the reconstruction of 6 miles of trail and new construction of 3 miles of trail. New concrete sidewalk and detectable warnings at several locations were done. Also, traffic signal work for crosswalks, installation of 17 new drop gates, new signage, and 13 locations of new crosswalk striping.

Hadley Valley West Wetland Mitigation, New Lenox Township, Illinois – Superintendent for excavation portion of \$2.9 million wetland mitigation associated with I-355 Extension. Scope included creek re-meandering, disabling drain tile, eroded channel embankment protection, weed seed bed stripping, erosion control, and installing boulder rock riffles.

Willow Lake Restoration, Lake in the Hills, Illinois – Superintendent for \$320,000 lake restoration for the Village of Lake in the Hills Public Works. Scope of work included dewatering, lake excavation, utility improvements, and erosion control. Project was awarded National 2007 American Public Works Project of Year for Environmental Projects under \$2,000,000.



TOM SLOWINSKI

ROLE: PERMITTING

YEARS OF EXPERIENCE:

With V3: 22

Other: 13

EDUCATION:

Master of Arts
Environmental Science
Governors State University

Bachelor of Science
Biology
Marquette University

CERTIFICATIONS:

Certified Wetland
Specialist, Lake County
Stormwater Management
Commission, Illinois, C-030

Qualified Wetland Review
Specialist, Kane County
Department of
Environmental Management,
Illinois, W-018

PROFESSIONAL

ASSOCIATIONS:

Society of Wetland
Scientists

Society for Ecological
Restoration International

Association of State
Wetland Managers

Mr. Slowinski is a Certified Wetland Specialist (Lake County) and a Qualified Wetland Review Specialist (Kane County) with 35 years of wetland, ecological restoration and environmental impact assessment experience. He is V3's Vice President for Wetlands & Ecology. In this capacity, he provides technical wetland, ecological restoration and environmental impact assessment oversight to a large, multi-disciplinary staff of botanists, soil scientists, biologists, ecologists and engineers. Before joining V3 in 1989, Mr. Slowinski was Chief, Regulatory Branch of the Chicago District, US Army Corps of Engineers.

The services offered by V3's Wetland and Ecological Restoration Groups include ecological restoration planning and design, watershed planning, wetland delineation and assessment, wetland mitigation planning and design, U.S. Army Corps of Engineers Section 404 and local wetland permitting, endangered species investigations, native plant and seed installations for wetland mitigation and ecological restoration projects, ecological management and monitoring, and preparation of environmental impact assessments. Mr. Slowinski has extensive experience with project management related to large-scale ecological restoration design for public and private entities. He also provides consultation on all applicable environmental and regulatory issues and provides expert testimony regarding wetland and other environmental issues.

PROJECT EXPERIENCE

U.S. Army Corps of Engineers, Chicago District

Chief, Regulatory Branch – Responsible for planning, supervising, directing and coordinating all technical and administrative functions of the Section 404 Regulatory Program at the Chicago District, U.S. Army Corps of Engineers. Responsible for final recommendations to District Engineer on all policy and permit decisions. Involved in Section 404 permit requirements including interagency and public coordination and preparation of Environmental Impact Statements for the following controversial permits: Waste Management, Inc. landfill, Lake Calumet, Chicago; Illinois Department of Transportation Hickory/Spring Creeks flood control project, Joliet; proposed 1992 Chicago World's Fair, Chicago; and, U.S. Environmental Protection Agency Superfund Project, Waukegan Harbor.

North-South Tollway, Illinois Section 404 Permit, DuPage County – Project manager with final responsibility for all interagency and public coordination, scope and preparation of Draft and Final Environmental Impact Statements, and development and construction monitoring of wetland mitigation plan.

Environmental Studies and Impact Assessment – As a senior staff member of the Environmental and Social Analysis Branch, responsible for the organization and direction of an interdisciplinary environmental staff in all aspects of federal water resources projects including collection of environmental data, formulation of alternatives, environmental impact assessment, and the identification and resolution of environmental issues. Projects included Little Calumet River, Indiana Flood Control Project, and various Confined Disposal Facilities and Small Boat Marinas.



TOM SLOWINSKI

ROLE: PERMITTING

Habitat Evaluation Procedures (HEP) – Project manager for U.S. Army Corps of Engineers. U.S. Fish and Wildlife Service 1980 Habitat Evaluation Procedures National Demonstration Project, Little Calumet River, Indiana Flood Control Project. Involved habitat evaluation of 2,400 acres, including 1,300 acres of wetlands, and preparation of report.

Wetland Restoration – Messenger Woods Nature Preserve, Forest Preserve District of Will County, U.S. Army Corps of Engineers, Chicago District and Openlands. Coordinated wetland restoration and enhancement planning within 115 acres of dedicated nature preserve buffer. Based on the delineation of wetlands, hydric soil classification and mapping, and hydrologic and hydraulic assessments, V3 developed a concept plan to restore and enhance 32 acres of wetland and 53 acres of prairie. Coordinated V3's design-build contract with Openlands in order to meet regulatory and ecological requirements and time frames.

Ecological Restoration – Primary contact for V3's Professional Services Agreement with City of Chicago, Department of Environment for Professional Ecological Analysis, Restoration and Interpretation since 1996. Project manager for the following projects:

- Van Vliissingen Prairie Natural Area Restoration Planning
- Hegewisch Marsh Environmental Center Technical Design Support
- Hegewisch Marsh Water Control Structure Installation
- Calumet Area Ecological Management Strategy
- Indian Ridge Marsh Environmental Center Feasibility Study
- Nature Center/Nature Preserve Feasibility Study. Study won the 1998 American Society of Landscape Architecture, Illinois Chapter President's Award for Landscape Planning and Analysis.

Environmental Planning – Nahant Marsh Master Plan, Davenport, Iowa for River Action, Inc. and Nahant Marsh Steering Committee, October, 1998. Project Manager for development of master plan for 500-acre Nahant Marsh, an important urban wetland. The master plan evaluated the preservation, protection and enhancement opportunities for the privately owned marsh and surrounding area.



TOM SLOWINSKI

ROLE: PERMITTING

Route 120 Corridor Planning Council, Environmental and Stormwater Impact Task Force, Lake County, Illinois – Consultant member of Task Force formed to ensure environmental information on wetlands, floodplain, and other environmental assets in the corridor are appropriately considered in the determination of transportation and land use recommendations.

Wetland Permitting – Provided technical oversight and quality control for all aspects of wetland permitting for public and private sector projects including: wetland delineations and assessments; development of permitting strategies to obtain permits in a timely manner; preparation, submittal, and coordination of permit applications submitted to U.S. Army Corps of Engineers, county and local agencies; and preparation and implementation of wetland mitigation plans and designs including annual monitoring and ecological management.

Lake County Extension of Route 53/I-355, Chairperson, Illinois Department of Transportation Wetland and Water Quality Technical Committee, 1996 – This committee consisted of technical experts on wetland, surface water quality and groundwater quality, and was formed to provide input on the scope of required technical studies, preparation of technical reports, impact assessment, wetland mitigation requirements and site selection, and to assist with agency and municipal coordination on all wetland and water quality issues.



DERRICK MARTIN, P.E., CFM, CPESC

ROLE: FLOODPLAIN/FLOODWAY/HYDROLOGY

YEARS OF EXPERIENCE:

With V3: 12
Other: 2

EDUCATION:

Bachelor of Science
Civil Engineering
Washington University

Bachelor of Arts
Mathematics & German
North Central College

REGISTRATIONS:

Professional Engineer
Illinois, 062-056276, 2003

Certified Floodplain
Manager
Illinois, IL-04-00138, 2004

Certified Professional in
Erosion and Sediment
Control
Illinois, 3519

Kane County Qualified
Review Specialist

PROFESSIONAL ASSOCIATIONS:

American Public Works
Association (APWA)

American Society of Civil
Engineers (ASCE)

Illinois Association for
Floodplain and Stormwater
Management (IAFSM)

Mr. Martin is a Certified Floodplain Manager and a Certified Professional in Erosion and Sediment Control with over 14 years of water resources engineering and construction inspection experience. He is the manager of V3's Water Resources Group where he oversees and/or directly manages projects involving hydrologic and hydraulic analyses associated with roadway and site development floodplain and stormwater management, watershed studies, stream and lake restoration, bank and shoreline stabilization, and existing drainage assessment and remediation. He possesses a comprehensive understanding of the federal, state, and local stormwater regulations as they relate to watershed improvements and/or site design and the associated permitting process. Mr. Martin provides construction management and field inspection services related to shoreline and streambank stabilization/restoration projects as well as erosion and sediment control related issues.

PROJECT EXPERIENCE

Maple Avenue and Carpenter Street Storm Sewer Replacement, Village of Downers Grove, DuPage County, Illinois – Mr. Martin served as design Project Manager for the improvements which involved the design and construction of a special concrete structure at the end of an 11-foot diameter pipe, which is approximately 10 feet below the downstream channel invert. This configuration presented public safety concerns and created maintenance and sediment removal issues. The improvements confined the permanent pool of water at the pipe outlet into a structure that facilitates maintenance activities and reduces public safety exposure. Mr. Martin was responsible for QA/QC of the hydraulic modeling, design and permitting of the special structure.

McCullum Park Stormwater Improvements, Village of Downers Grove, DuPage County, Illinois – Mr. Martin provided QA/QC oversight for the project which included the construction of a 15.6 acre-foot flood storage basin in the Prentiss Creek watershed to provide regional flood relief to areas that experience frequent drainage problems. The project used XP SWMM hydrologic and hydraulic modeling to evaluate the regional benefit associated with the new basin. The project involved extensive coordination between the Village and the Park District and the design incorporated a full-size soccer field within the basin including underdrains and irrigation. The project also involved the relocation of an existing sand volleyball court and adjacent basketball courts, modifications to existing pedestrian paths through the park, and site lighting.

Hadley Valley Central Preserve, New Lenox, Illinois – Responsible for the floodplain/floodway analyses, geomorphology analysis/design and permitting associated with the restoration of the 1.2 mile Spring Creek corridor between Gougar Road and the I-355 Extension. The restoration plan involved creek re-meandering intended to mimic the 1939 historical alignment while incorporating riffles, pools, and backwater oxbow areas. The restoration design also involved the disabling and/or day-lighting of drain tiles to restore hydrology to the upland/wetland creation areas. Mr. Martin was responsible for the final engineering plans, general specifications, and special provisions. The restoration was permitted through the Army Corps of Engineers via a Regional Permit No. 5, INDR-OWR, Will County, and New Lenox.



DERRICK MARTIN, P.E., CFM, CPESC

ROLE: FLOODPLAIN/FLOODWAY/HYDROLOGY

Hadley Valley West Preserve, New Lenox, Illinois – Responsible for the floodplain/floodway analyses, geomorphology analysis/design and permitting associated with the restoration of approximately 6,700 linear feet of Spring Creek between Gougar Road and Farrell Road in Will County, Illinois. The overall restoration plan involved earthwork, drain tile removal, creek re-meandering, installation of riffles, erosion control measures, and planting and seeding of approximately 300 acres of wetland and savanna communities. Mr. Martin was responsible for the final engineering plans, general specifications, and special provisions. The restoration was permitted through the Army Corps of Engineers via a Regional Permit No. 5, INDR-OWR, Will County, and New Lenox.

Monarch Landing Stream Restoration & Floodplain Management, DuPage County, Illinois – Mr. Martin provided design and permitting strategy oversight and QA/QC review for the floodplain management, stream reconstruction and geomorphology issues associated with modifications to Ferry Creek Tributary #2. The project involved a comprehensive hydrologic and hydraulic analysis of the watershed as well as site-specific floodplain modeling of the tributary. The ultimate design included reconstructing the tributary with natural meanders and creating a new wetland and wildlife corridor. The project was permitted through DuPage County, the Army Corps of Engineers, IDNR-OWR and FEMA.

Lacey Creek Stabilization, Village of Downers Grove, DuPage County, Illinois – Mr. Martin provided QA/QC review and assisted with design and permitting strategy for the project which included the reconstruction/replacement of approximately 2,500 feet of retaining walls along Lacey Creek in Downers Grove, DuPage County, Illinois. Where space allowed, retaining walls were removed and creek banks were pulled back and stabilized with native vegetation. Project design involved HEC-RAS and FEQ hydraulic modeling of Lacey Creek, preparation of design plans and coordination with the Village of Downers Grove, DuPage County and IDNR-OWR to obtain floodway/floodplain permits.

Pape Island Shoreline Stabilization, Fox Lake, Illinois – Assisted in the design and plan preparation for approximately 2,100 linear feet of shoreline stabilization that utilized five different types of bioengineering shoreline stabilization methods: Joint Plantings; Log and Rootball Revetment; Lunker Structures; Armorflex Concrete Blocks and Vegetated Gabions. Responsible for creative design and implementation techniques used to overcome the construction challenges associated with providing materials and equipment to the shoreline of an island. Responsible for the construction oversight of the project which involved field design changes, preparation of engineer daily reports, review of payment requests and coordination with the owner, contractors, and regulatory agencies.

Chicago Manufacturing Campus, Chicago, Illinois – Assisted with the construction oversight for the reconstruction of Wolf Creek through the Chicago Manufacturing Campus site. The channel of Wolf Creek was restored to its approximate original location and included the construction of meanders, pool-riffle structures, and associated floodplain wetland. Assisted with field investigations of creek meander locations and configurations, riffle and pool locations and dimensions and in-stream habitat features that included dead snags, boulder clusters, downed logs and a "fish ladder" outlet structure.

Concord Creek Bank Restoration, Village of Bolingbrook, Illinois – Assisted in the design and plan preparation for approximately 1,400 linear feet of streambank restoration that focused on the most severely eroded sections of the creek in such a way that stabilization would contribute to the overall creek stability. The design involved the use of Rock Rolls, Grade Control Structures, Select Tree Removal, and Bank Re-Shaping with Seeding and Planting.

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:	
<u>V3 CONSTRUCTION GROUP, LTD</u> Company Name	Date: <u>3-15-2012</u>
<u>7325 JANES AVENUE</u> Street Address of Company	<u>mfamiglietti@v3co.com</u> Email Address
<u>WOODRIDGE, ILLINOIS 60517</u> City, State, Zip	<u>MIKE FAMIGLIETTI</u> Contact Name (Print)
<u>630-724-9200</u> Business Phone	<u>630-724-9200</u> 24-Hour Telephone
<u>630-724-9202</u> Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	<u>MIKE FAMIGLIETTI - PRESIDENT</u> Print Name & Title
 Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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

CAMPAIGN DISCLOSURE CERTIFICATE

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

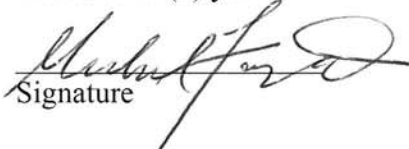
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

By signing the proposal documents, contractor/proposer/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:

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


Signature

MIKE FAMIGLIETTI
Print Name

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

Print the following information:
Name of Contributor: *****
(company or individual)

To whom contribution was made: *****

Year contribution made: ***** Amount: \$ *****

Signature

Print Name



March 30, 2012

Mr. Nathaniel Hawk
Staff Engineer
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

**Re: V3 Restoration Approach – Dam Removal
Prentiss Creek (Sub E) – Kensington Place Restoration
Downers Grove, Illinois**

Dear Mr. Hawk:

V3 is pleased to submit the attached project approach and scope definition for the work required to complete the dam removal and restoration along Prentiss Creek within the Kensington Place development. This document shall be used in conjunction with V3's original submittal dated March 23, 2012 and provides further definition and alternate design considerations for the execution of the design/build restoration work.

As we've discussed previously, this type of restoration project involves significant analysis throughout the design process to ensure appropriate and effective construction methods are implemented. We've presented an approach that sets the parameters for success along with some alternate solutions that may be implemented if, in our opinion, the site conditions dictate.

We are confident that V3's contribution to your project will meet the Village's high quality standards and provide a signature environment for your residents and visitors. We look forward to working with you, not just as your design-builder, but also as your partner in achieving success in every facet of this project.

If you have any questions concerning this proposal, please feel free to contact me directly by phone at 630-729-6223 or by e-mail at mfamiglietti@v3co.com

Sincerely,
V3 CONSTRUCTION GROUP, LTD.

Mike Famiglietti, P.E.
President

Enclosure: Project Approach – Prentiss Creek at Kensington Place
Exhibit A – Concept Exhibit
Exhibit B – Design/Build Budget



Project Approach – Dam Removal

This project approach is an amendment to the initial proposal submittal to the Village of Downers Grove dated March 23, 2012 and further clarifies the scope of work and construction means and methods required for the complete removal of the water control structure/dam.

ALTERNATE SCOPE – DAM REMOVAL

PURPOSE: The complete removal of the dam will remove the maintenance burden of keeping the existing dam and notches in the dam free from debris and sediment; and in addition, will better facilitate flow along the creek for improved water quality.

The specific scope of work will generally include:

Phase I: Debris Clearing & Initial Native Planting

- Clearing of undesirable vegetation along shoreline
- Debris removal at the dam
- Shoreline plug planting
- Mud flat plug planting
- If required for permitting purposes, stabilization of exposed sediments immediately upstream of the dam utilizing a temporary stabilization seed mix

Phase II: Dam Removal & Native Planting

- The Phase I initial maintenance and ongoing maintenance through the design and permitting timeframe should allow the gradual establishment of a natural thalweg through pond area. Removal of the notched weir structure will contribute to the on-going establishment of the new thalweg, which will likely result in a wider and more defined flow path.
- Minor field modifications to the existing sediment may be required to assist with establishment of the thalweg and to prevent the transport of this sediment downstream during a storm event.
- Rock veins/riffles will be installed in the existing channel as well as in the newly established thalweg. Based on invert elevation information (from FEQ model) for the Prentiss Drive and Woodward Avenue culverts, there is only 0.10 foot of drop through the project site. Therefore, the rock veins/riffles may also serve as grade control structures that will help maintain baseflow water elevations in the upstream channel and will promote increased flow through the restored area.
- Final emergent/wetland planting along the creek channel and supplemental planting in any exposed mud flat areas
- Maintenance and monitoring of native areas
- No grading for slope stabilization is proposed

Project Approach – Dam Removal

PERMITTING

Permitting will be required under the DuPage County Stormwater Ordinance and the IDNR-OWR requirements for Floodway Construction and/or Major Modification to an Existing Dam.

Permitting Requirements:

The following permitting agencies will be involved in the Alternate Design Tasks for the Project:

- Village of Downers Grove (Stormwater Permit)
 - The Village of Downers Grove, as a full waiver community in DuPage County, will be responsible for the DuPage County Stormwater Permit, which includes approvals for impacts to wetlands, floodplain and riparian areas (Special Management Areas).

- IDNR-OWR / DuPage County (Floodway Construction Permit and/or Major Modification to an Existing Dam)
 - Since the proposed modification to the control structure at Woodward Avenue is located within the floodway, a Floodway Construction Permit will be required from IDNR-OWR. However, it is likely that IDNR-OWR will delegate review responsibility to DuPage County. V3 will prepare the required Floodway Construction Permit Submittal for approval of the proposed floodway modifications.

 - If the notched weir structure located at the Woodward culvert is considered to be the primary spillway for a regulated dam (the dam would be Woodward Avenue and the associated culverts, embankments, etc.), a Major Modification to an Existing Dam permit will be required from IDNR-OWR (this permit review can not be delegated to DuPage County). Given the minimal or no permanent impounding capacity of the existing notched weir structure (once maintained) and the limited impounding capacity at flood stage (less than 10 ac-ft), it is likely that the Woodward Avenue culvert system will not be classified a dam by IDNR-OWR.

- **US Army Corps of Engineers** – The removal of the dam and the installation of native plant plugs within the sediment to establish wetlands will not require a permit from the USACOE as these activities do not involve a discharge of dredged or fill material. Any minor movement of sediments within the open water would be considered a *deminimis* discharge and would also not be regulated. In addition, grading for slope stabilization is no longer proposed. If it is determined that a permit is required, V3 will apply for Regional Permit 5, Wetland and Stream Restoration and Enhancement.

Project Approach – Dam Removal

MEANS & METHOD DESCRIPTION

Refer to Exhibit A for a graphical depiction of the proposed work and Exhibit B for a detailed Schedule of Values.

Phase I – Debris Clearing & Initial Planting

The existing dam has notches that are currently blocked by sediment and debris. This material will be cleared from the notches which will allow the water level to drop and thus expose the mud flats present within the impoundment area.



Figure 1: Dam with debris blocking notched concrete

Once the water level is lowered and the mud flat is exposed, a new channel/thalweg will become naturally defined over a period of several months. Minor clearing of debris and/or relocation of sediment may be required in order to facilitate positive channel flow and establishment of a new thalweg. Upon the initial lowering of the water in the impoundment area, native wetland plugs will be installed along the shoreline. Additional native plugs will be installed in the exposed mud flat areas. The installation of wetland plant plugs along the creek channel will be installed in Phase II following definition of the creek.



Figure 2: Aerial depicting mud flat and expected open water creek flow

Project Approach – Dam Removal

Prior to species selection and plant installation, a V3 Ecologist will conduct a field investigation to evaluate the stream hydraulics and newly exposed mudflats to design a species plant list that best suites the planting medium and expected hydrologic conditions. Mudflats within stream systems are common natural features and successful plant establishment is a realistic goal with proper planning, site evaluation, and species selection. These mudflat plugs will serve as stabilization of exposed soil, as well as “trial” plugs for evaluation of final species to be installed in Phase II.

V3 successfully designed the plant plugs species list for the dam modification project at the DuPage County Churchill Woods Forest Preserve, which involved the installation of more than 130,000 plugs in exposed sediment following the removal of the dam in 2011. Figures 3 and 4 show the successful establishment of the plant plugs. Figure 3 is a photo immediately following plant plug installation June 2011. Figure 4 is a photo taken on September 6, 2011 showing rigorous plant establishment.



Figure 3: Churchill Woods project in DuPage County – Planting area transition from aquatics to wet meadow.



Figure 4: Churchill Woods project, established native planting in mud flat areas.

Project Approach – Dam Removal

Phase II – Dam Removal and Channel Planting

During the period immediately following completion of Phase I, the final design and permitting will be initiated. This will include field observations, surveying, hydraulic modeling, and an overall watershed evaluation to estimate baseflow and storm event conditions that will be used to determine the appropriate planting zones.

Baseflow and Determination of Planting Zones

Creek flow during non-storm events is referred to as baseflow. Baseflow hydrology through the existing system will be determined by taking field measurements during low-flow conditions.

Hydraulic calculations will be performed using a range of baseflow rates and a revised geometry at the Woodward Avenue culvert reflecting the elimination of the notched weir to establish a design average water level (AWL) in the project area. This AWL will be compared to the survey data to determine the location and extent of the various planting zones.

Storm Flow and Determination of Plant Mixes

Hydraulic modeling will be performed to determine the expected water depths and drawdown times during the 1-year, 2-year, 5-year and 10-year storm events. Hydraulic modeling will be performed using the HEC-RAS and FEQ models established for the concept plan. The FEQ model will provide simulated water surface elevations and hydrographs for 115 storms that occurred over a 40-year period of record.

Hydrographs showing water surface elevations will be created for storms that are approximately equal to the 1-year, 2-year, 5-year and 10-year storms. These hydrographs will be evaluated in conjunction with the survey information and field observations to select plant mixes that are appropriate for the expected hydrology in each planting zone.

Final Planting and Aggregate Grade Control Installation

Following the Phase I work, the resulting channel will be accentuated by planting emergent plugs throughout the bottom of the impoundment area, as well as planting supplemental plugs in the mud flat as necessary. The additional plugs in the mud flat will follow an analysis of the initial plug performance from Phase I and the species will be modified as necessary. Following the Phase II plug installation, V3 will provide on-going maintenance and monitoring of the native areas for a total of three (3) years/growing seasons. This is defined as the current season of planting and two additional seasons.

In addition to the native plug installation, rock veins and/or riffles are anticipated be installed at strategic locations to assist with direction and transition of the water flow, provide grade control for upstream water elevations, increase flow velocity through the restored area, provide bank stabilization, and increase water quality.

The overall schedule for this approach is significantly greater than simple maintenance of the creek and impoundment area and involves additional permitting. Therefore, additional contingency is recommended to account for enhanced solutions during the design/permitting phase and additional permit requirements dictated by the governing agencies. This contingency amount is reflected in the proposed budget and has been increased from ten percent (10%) under a maintenance approach to twenty percent (20%) for the full dam removal.

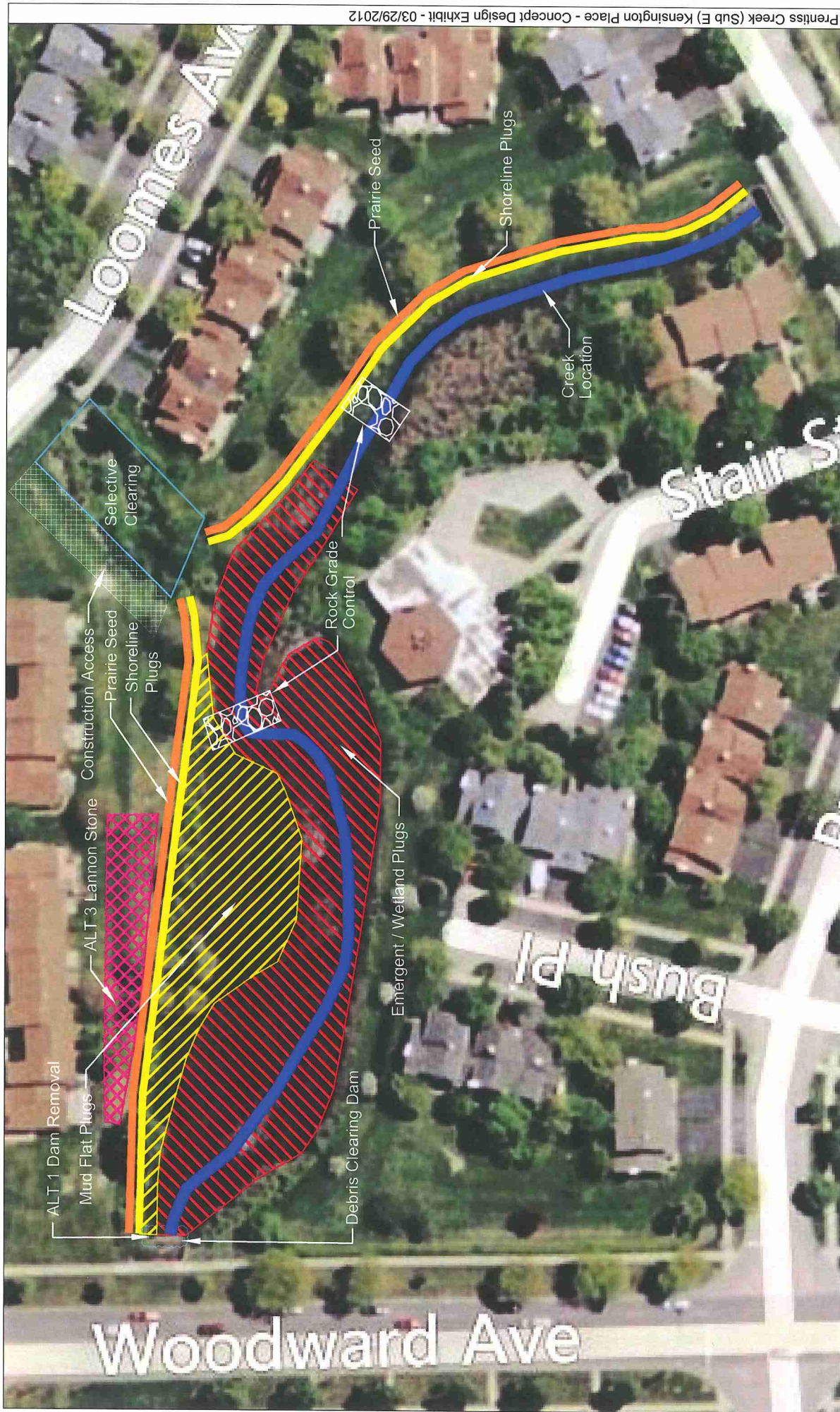
Project Approach – Dam Removal

SCHEDULE

Design, Permitting and Construction Services:

The following is the anticipated schedule for the project:

- May 8, 2012: Project Award
- May 9, 2012: Project Kick-Off and Data Collection
- May 30, 2012: Complete Debris Removal
- May 30, 2012: Complete design/plant list for initial shoreline and mudflat plant plugs; order plant plugs
- June 15, 2012: Complete Shoreline and Mud Flat Plug Planting
- June 29, 2012: 50% Design Submittal to Village of Downers Grove for Dam Removal
- July 27, 2012: 90% Design Submittal to Village of Downers Grove
- August 17, 2012: Final Plan Submittal and Stormwater Management Permit Application to Downers Grove and Floodway Construction Permit / Major Modification to an Existing Dam to IDNR-OWR/DuPage County
- April 30, 2013: Dam Removal
- May 30, 2013: Riffle/Rock Vein Installations Complete
- June 30, 2013: Completion of Final Native Plug Planting, Slope Clearing & Prairie Seeding (as necessary)



Notes:

Prentiss Creek (Sub E) Kensington Place
Concept Design

7325 Janes Avenue
Des Moines, IA 50317
503.724.9200 fax
503.724.9202 fax
www.v2a.com





EXHIBIT B



Client: Mr. Nate Hawk
 Village Of Downers Grove
 5101 Walnut Ave.
 Downers Grove, IL 60515
Phone: 630/434-5460
Fax: 630/434-5495

Job Name: Prentiss Creek (Sub E)
 Kensington Place
Date of Plans: N/A
Revision Date: N/A
Date of Estimate: 3/29/2012

CONSTRUCTION BUDGET - DAM REMOVAL & SHORELINE RESTORATION

1.00	GENERAL CONDITIONS	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.05	Mobilization	1.000	LSUM	\$ 2,335.00	\$ 2,335.00
1.10	Performance & Payment Bond	1.000	LSUM	\$ 4,250.00	\$ 4,250.00
1.15	Insurance	1.000	LSUM	\$ 785.00	\$ 785.00
1.20	Site Supervision	1.000	LSUM	\$ 2,450.00	\$ 2,450.00
1.25	Traffic Control & Street Sweeping	1.000	LSUM	\$ 2,200.00	\$ 2,200.00
1.30	Maintenance & Management (3 Years)	1.000	LSUM	\$ 12,500.00	\$ 12,500.00
1.30	Reporting - (ACOE)	3.000	YEAR	\$ 3,000.00	\$ 9,000.00
SUBTOTAL					\$ 33,520.00

2.00	CLEARING & SITE PREPARATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
2.05	Remove Undesirable Vegetation	0.390	ACRE	\$ 19,500.00	\$ 7,605.00
2.10	Herbicide Application	0.390	ACRE	\$ 3,200.00	\$ 1,248.00
SUBTOTAL					\$ 8,853.00

3.00	GRADE CONTROL / RIFFLE CONSTRUCTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3.05	Furnish Riffle Stone / Cobble	300.000	TON	\$ 90.00	\$ 27,000.00
3.10	Riffle Installation	300.000	TON	\$ 45.00	\$ 13,500.00
3.15	Turf Seed Restoration at Access	900.000	SY	\$ 3.25	\$ 2,925.00
SUBTOTAL					\$ 43,425.00

4.00	DAM MODIFICATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
4.05	On-Site Sediment Relocation	15.000	CY	\$ 100.00	\$ 1,500.00
4.10	Dam Modification	1.000	LSUM	\$ 7,500.00	\$ 7,500.00
SUBTOTAL					\$ 9,000.00

5.00	RESTORATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
5.05	Seeding	1.120	ACRE	\$ 3,275.00	\$ 3,668.00
5.10	Shoreline Plug Installation	3,600.000	EACH	\$ 4.25	\$ 15,300.00
5.15	Mud Flat Plug Installation	3,600.000	EACH	\$ 4.25	\$ 15,300.00
5.20	Wetland Plug Installation	4,000.000	EACH	\$ 4.25	\$ 17,000.00
SUBTOTAL					\$ 51,268.00

6.00	DESIGN & PERMITTING	QUANTITY	UNIT	UNIT PRICE	TOTAL
6.05	Design & Permit Document Preparation	1.000	LSUM	\$ 14,002.40	\$ 14,002.40
6.10	DuPage County Stormwater Permit	1.000	LSUM	\$ 27,228.80	\$ 27,228.80
6.15	IDNR-OWR Permit	1.000	LSUM	\$ 18,351.20	\$ 18,351.20
6.20	Survey	1.000	LSUM	\$ 10,000.00	\$ 10,000.00
SUBTOTAL					\$ 69,582.40

SUMMARY BASE BID ITEMS					
1.00	GENERAL CONDITIONS			\$	33,520.00
2.00	CLEARING & SITE PREPARATION			\$	8,853.00
3.00	GRADE CONTROL / RIFFLE CONSTRUCTION			\$	43,425.00
4.00	DAM MODIFICATION			\$	9,000.00
5.00	RESTORATION			\$	51,268.00
6.00	DESIGN & PERMITTING			\$	69,582.40
7.00	CONTINGENCY (20%)			\$	43,129.68
TOTAL					\$258,778.08



Client: Mr. Nate Hawk
 Village Of Downers Grove
 5101 Walnut Ave.
 Downers Grove, IL 60515
Phone: 630/434-5460
Fax: 630/434-5495

Job Name: Prentiss Creek (Sub E)
 Kensington Place
Date of Plans: N/A
Revision Date: N/A

Date of Estimate: 3/29/2012

CONSTRUCTION BUDGET - ALTERNATE ITEMS

10.00	NORTH & EAST GRADING & TOE STABILIZATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
10.05	Regrade Toe of Slope	850.000	LF	\$ 9.00	\$ 7,650.00
10.10	S150BN Blanket Installation	1,155.000	SY	\$ 2.25	\$ 2,598.75
10.15	S75BN Blanket Installation	4,230.000	SY	\$ 1.75	\$ 7,402.50
SUBTOTAL					\$ 17,651.25

11.00	SOUTH & WEST GRADING & TOE STABILIZATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
11.05	Regrade Toe of Slope	880.000	LF	\$ 9.00	\$ 7,920.00
11.10	S150BN Blanket Installation	490.000	SY	\$ 2.25	\$ 1,102.50
11.15	S75BN Blanket Installation	1,796.000	SY	\$ 1.75	\$ 3,143.00
11.20	Seeding	0.480	ACRE	\$ 3,275.00	\$ 1,572.00
SUBTOTAL					\$ 13,737.50

12.00	ADDITIONAL ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL
12.05	Install High Stack Lannon Stone Wall	55.000	LF	\$ 325.00	\$ 17,875.00
12.10	Install Additional Wetland Plugs	2,500.000	EA	\$ 4.25	\$ 10,625.00
SUBTOTAL					\$ 28,500.00

SUMMARY BASE BID ITEMS					
10.00	NORTH & EAST GRADING & TOE STABILIZATION			\$	17,651.25
11.00	SOUTH & WEST GRADING & TOE STABILIZATION			\$	13,737.50
12.00	ADDITIONAL ITEMS			\$	28,500.00
13.00	CONTINGENCY (20%)			\$	11,977.75
TOTAL					\$71,866.50

2012-2016 Capital Project Sheet

Project # **DR-039**

Project Description **Prentiss Creek (Sub E), Kensington Place Online Storage**

Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves sediment removal, and the possible reconfiguration of an existing on-line detention facility within the Kensington Place Subdivision. Participation from the Homeowners Association would be anticipated, as the Village only owns the creek in this area, not the adjacent detention facility.

Cost Summary	New Maintenance Replacement			FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
Professional Services				75,000						75,000
Land Acquisition										-
Infrastructure		X		500,000						500,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				575,000	-	-	-	-	-	575,000
Funding Source(s)										
243-Stormwater Fund	▼			575,000						575,000
	▼									-
	▼									-
	▼									-
TOTAL FUNDING SOURCES				575,000	-	-	-	-	-	575,000

Project status and completed work

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

In 2011 a study was performed to analyze the options for improving the water quality in this basin. In 2012, a final solution will be determined in conjunction with the Kensington Place Homeowners Association. It is anticipated that final design and construction will commence in 2012.

None.

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

Planned improvements will not significantly affect the future operating expenses.

Map/Pictures of Project



Priority Score **B**

Project Manager:

Andy Sikich

Program: **343**

Department:

Public Works