

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
AUGUST 14, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Drainage Improvements at Fire Station #3 – SW-063	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the construction of drainage improvements at Fire Station #3 to V3 Construction Group, Ltd. of Woodridge, Illinois in the amount of \$103,030.00.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY 2012 budget includes \$45,880 in the Stormwater Fund for this project. Sufficient budget authority exists for the remainder of this project.

RECOMMENDATION

Approval on the August 21, 2012 consent agenda.

BACKGROUND

This project consists of removing and reconfiguring part of the parking lot at Fire Station #3 in order to install a stormwater facility that will manage runoff from the area, which currently runs through the parking lot and overflows onto downstream properties. The stormwater facility will be bioswale, a depressed area with native plantings approximately 18 feet wide by 200 feet long, which controls runoff and helps remove pollutants before they reach the stormwater system. The goals of this project include managing runoff from the drainage area, improving water quality and promoting infiltration, and improving the parking lot at Fire Station #3.

The large paved area at Fire Station #3 was originally designed to accommodate training activities which are now staged at other locations. The project will include removing approximately 5,100 square feet of pavement and replacing it with a bioswale that will help control runoff and allow it to infiltrate the soil along its length. From the bioswale, remaining water will be discharged into a depressional bioretention facility that will allow for additional infiltration into the soil. To help manage high rain events, an additional inlet will be installed to convey excess stormwater directly into the storm sewer system.

The entire cost of this project was not budgeted in the stormwater fund because staff had reasonable certainty that the project would be approved for an IEMA grant. A portion of the project has been approved by DuPage County; however, there has been no indication from IEMA that the project will receive funding. Staff believes this project is needed and proposes to move forward with the project with available funds in the Stormwater Fund.

Bids were received on Wednesday, July 25, 2012. The following is a synopsis of the bid results:

Contractor	Bid Amount
V3 Construction Group, Ltd.	\$103,030.00
ENCAP, Inc.	\$103,950.10
Trine Construction Corp.	\$109,236.85
Construction by Camco, Inc.	\$150,218.35
Bisping Construction Co., Inc.	\$197,175.50

The low bidder is V3 Construction Group, Ltd. This contractor has completed projects for the Village in the past with satisfactory results. Staff recommends award of the contract to V3 Construction Group Ltd.

ATTACHMENTS:

Contract Form

Campaign Disclosure Form

Capital Project Sheet SW-063

Contractor Report Card



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: V3 CONSTRUCTION GROUP, LTD.
- II. Instructions and Specifications:
- A. Bid No.: SW-063-12
 - B. For: DRAINAGE IMPROVEMENTS AT FIRE STATION #3
 - C. Bid Opening Date/Time: JULY 25, 2012 @ 10:00 AM
 - D. Pre-Bid Conference Date/Time: JULY 16, 2012 @ 9:00 AM (OPTIONAL)
 - E. Pre-Bid Conference Location: PUBLIC WORKS FACILITY – 5101 WALNUT AVE
- III. Required of All Bidders:
- A. Bid Deposit: 10%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: WEDNESDAY, JULY 11, 2012

This document comprises 61 pages

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

JEFF LOSTER, PE
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVE
DOWNERS GROVE, IL 60515
PHONE: 630/434-6875
FAX: 630/434-5495
www.downers.us

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: SW-063-12

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

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

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

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM

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

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

I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: JULY 25, 2012 @ 10:00 AM
- 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder’s completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: JEFF LOSTER, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

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

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

- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by

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

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

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2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.

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

3. PRE-BID CONFERENCE

3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

4. BID SUBMISSION

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

4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.

4.3 Bids shall be publicly opened at the hour and place indicated above.

5. BID MODIFICATION OR WITHDRAWAL

5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

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- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.
- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.
- 6. BID REJECTION**
- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.
- 7. BIDDER COMPETENCY**
- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.
- 8. BIDDER DISQUALIFICATION**
- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
- 8.1.2 Evidence of collusion among Bidders.
- 8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.
- 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
- 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
- 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
- 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
- 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
- 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation

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

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and

8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder).

10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

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

12. FAILURE TO ENTER INTO CONTRACT

12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the

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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 Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

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

13. SECURITY FOR PERFORMANCE

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

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

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

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

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

19. USE OF VILLAGE'S NAME

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

20. HOURS OF WORK

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village.

21. PERMITS AND LICENSES

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

22. INSPECTION

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

23. DELIVERIES

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

24. SPECIAL HANDLING

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

25. NONDISCRIMINATION

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

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

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive

Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

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

26. SEXUAL HARASSMENT POLICY

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

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

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

26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

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

27. EQUAL EMPLOYMENT OPPORTUNITY

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

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

27.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire

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

- 27.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

28. DRUG FREE WORK PLACE

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

28.1.1 Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.

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

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(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (A) abide by the terms of the statement; and
- (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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

- (1) the dangers of drug abuse in the workplace;
- (2) the Village's or Contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

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

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

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

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

30. PREVAILING WAGE ACT

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

30.2 Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the

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Contractor in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

31. PATRIOT ACT COMPLIANCE

- 31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

32. INSURANCE REQUIREMENTS

- 32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property,

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

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

- 32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising

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out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.

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

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

- 33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

34. SUBLETTING OF CONTRACT

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

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

35. TERMINATION OF CONTRACT

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

- 35.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.

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

36.4 Please send all invoices to the attention of: Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

37. COMPLIANCE WITH OSHA STANDARDS

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

38. CERCLA INDEMNIFICATION

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

38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

39. COPYRIGHT or PATENT INFRINGEMENT

39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

40. BUY AMERICA

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

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

41. CAMPAIGN DISCLOSURE

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

41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove

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

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

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

42. GUARANTEE PERIOD

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

43. SUCCESSORS AND ASSIGNS

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

44. WAIVER OF BREACH OF CONTRACT

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

45. CHANGE ORDERS

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

45.2 Change orders for public works projects which authorize an increase in the contract price ~~it~~ is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

46. SEVERABILITY OF INVALID PROVISIONS

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

47 GOVERNING LAW

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

48. NOTICE

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

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

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. COOPERATION WITH FOIA COMPLIANCE

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

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

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

III. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 The following standards shall govern the construction of the proposed improvements:
 - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (the Water & Sewer Specs.); and
 - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2012; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2012; and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised March, 2006.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. COOPERATION OF CONTRACTOR

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

- 3.1 Section 107 of the SSRBC shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:
 - 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
 - 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the Work specified in this Contract.
 - 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as

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

- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.2 **BACKING PRECAUTIONS.** Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 **OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

4. PROSECUTION AND PROGRESS

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

- 4.1.1 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.2 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule.

5. MEASUREMENT AND PAYMENT

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

- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors **MUST** accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

IV. SPECIAL PROVISIONS

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

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

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

SP-1 GENERAL SCOPE OF WORK

Description: The Drainage Improvements at Fire Station #3 shall generally consist of the following:

- Pavement removal/replacement & PCC concrete curb & gutter
- Earth excavation for the construction of a Bio-Retention Facility
- Construction of underdrain system
- Installation of stone subbase
- Amended soil import and placement
- Restoration of all disturbed areas as specified in accordance with the Planting Plan
- 3-year Monitoring and Maintenance Period

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

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

The Contractor shall maintain access for emergency vehicles through the existing parking lot at all times.

SP-3 QUALIFICATIONS OF BIDDER

This project includes specialty work that is deemed to require certain expertise on the part of the bidder and the bidder's project team members. In order to be considered a responsible bidder, in addition to those factors listed in Section 10.1 above, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including excavation and soil preparation for a naturalized (planted with native vegetation) storm water facility. Bidder must submit information along with the bid demonstrating that they are qualified to perform this work (if sub-contractors are proposed for either earthwork or landscaping, similar information should be provided for each entity):

- a. Similar Project Experience
 - i. Bidder must provide detailed information on past projects of a similar size and scope, performed by the submitting firm.
 - ii. Bidder must submit a list of references of previous projects identifying the location of the work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact person.

- iii. Bidder shall sign the Certification of Qualifications form and include with the Bid.
- b. Proposed Project Team – identify a project manager and full-time onsite construction supervisor (can be the same person) with qualifications (individual resume or list of experience). The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.

SP-4 CONSTRUCTION STAKING AND RECORD DRAWINGS

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

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.

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.

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.

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 storm or water structures and/or critical items defined by the Engineer as part of the project. The digital files shall list the items above as points with supplemental data as shown below in the Stormwater and Watermain GPS Code Lists.

<u>Watermain GPS Code List</u>		
Field Name	Description	Entry
ValveID	Short Unique ID (1,2,3..)	
Notes	special notes	
GISLocQty	Location quality of valve point	good, fair, poor, hand
StructID	Unique ID, if applicable	
CollType	How was point collected?	HQGPS, locates, hand
CollSource	Who collected point?	
Owner	Who owns valve?	VDG, private, other
Structure	What type of valve is it?	main line, interconnect, fire protection, domestic
<u>Stormwater GPS Code List</u>		
Field Name	Description	Entry
Lid_Type	frame and grate type	solid, open, b-hive, rollback, square, guard, other, none
Structure		inlet, manhole, catch basin, endsection, culvert, bridge, blind tap, other, none
Inverts (no inverts = 0)	# of inverts	
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 StSide, Invert, Top Pipe, Top Center Wall, Nrim, Srim, Erim, Wrim, Hand Marked, Flow Line
Comment1	special comments	
Comment2	special comments cont'd	
CollType	How point was collected	HQGPS, locates, hand
CollSource	Who collected point?	
Outfall	is the structure an outfall?	yes, no

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

CONSTRUCTION STAKING AND RECORD DRAWINGS,

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

SP-5 STREET SWEEPING AND DUST CONTROL

All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the project. Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by any one or combination of the following: approved mechanical sweeping equipment, manual labor, or other approved techniques.

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

Dust control watering shall be applied at the excavation site if the engineer deems it necessary to control the amount of dust generated by the site.

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

STREET SWEEPING AND DUST CONTROL,

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

SP-6 EARTH EXCAVATION

Description: This work shall consist of the excavation, transportation and disposal of excavated material in accordance with Section 202 of the SSRBC and as specified herein. Care shall be taken to avoid compaction or blinding (smearing) of existing soils surrounding the excavation area. Permeability of existing soils must be preserved in the in-situ condition.

Method of Measurement: This work will not be measured for payment. Payment will be based on Contract Quantities. By submission of a bid, Contractor agrees on Contract Quantity.

Basis of Payment: This work will not be measured for payment but shall be based on Contract Quantities and paid for at the contract unit price per **CUBIC YARD**.

EARTH EXCAVATION,

which shall include all labor, materials and equipment necessary to do the work.

SP-7 SELECTED GRANULAR BACKFILL

Description: All trenches and excavations beneath pavements and driveways, as shown on plans or as directed by the Engineer in the field, will require selected granular backfill meeting the gradation specified herein and in section 208 of the SSRBC.

Select Granular Backfill shall meet the requirements of Section 1004.04 of the SSRBC, gradation to be "CA-6", except that GR-7 gravel will not be allowed. Select granular backfill as CA-6 should be used when

under or within 2' of paved areas or structures, and shall extend from 1' above the pipe to at least 9" below the street surface. Selected granular backfill as CA-7 shall be used to a height of one (1) foot above the top of the storm sewer pipe.

All trenches containing perforated pipe shall be backfilled only with CA-7.

Backfill shall be compacted by vibrating plate or other mechanical compacting device in a manner consistent with the Standard Specifications, to ensure that no future settlement occurs.

All backfilling shall be done in accordance with Section 550.07 of the SSRBC. Specifically, all trenches and excavations other than those shown on the plans or designated by the Engineer to receive SELECTED GRANULAR BACKFILL shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. Spoil material may be used as backfill in turf areas. In turf areas, SELECTED GRANULAR BACKFILL as CA-7 shall be used to a height of one (1) foot above the top of the storm sewer pipe, and the balance of the backfill may be approved excavated material.

Payment will not be made for the placement of selected granular backfill as granular bedding, haunching and initial backfill, as defined in the Water and Sewer Specs. These shall be considered incidental to the placement of the utility pipe.

Payment shall be made only for the placement of SELECTED GRANULAR BACKFILL, CA-6 as final backfill as defined in the Sewer and Water Specs. Backfill of approved excavated material shall be considered incidental to the contract price.

Where granular bedding as encasement material is not specified, selected excavation material free from clods or stones shall be used between the bottom of the trench and a point six inches above the top of the pipe.

Selected granular backfill shall be furnished for backfilling to the full width of the trench. It will be measured in cubic yards in place, except that the quantity for which payment will be made shall not exceed the volume of the trench as computed by using the maximum width of trench permitted by the SSRBC. Any selected granular material required in excess of the maximum quantity herein specified shall be furnished by the Contractor at his own expense

This item also includes the disposal of the surplus excavated material that is replaced by selected granular backfill. Any material meeting the aforementioned gradation that has been excavated from the trenches may be used for backfilling the trenches. However, no compensation will be allowed as selected granular backfill for the portion of the trench backfilled with excavated material.

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

SELECTED GRANULAR BACKFILL, CA-6

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

SP-8 COMBINATION CONCRETE CURB AND GUTTER REMOVAL (SIZE)

Description: This work shall consist of the removal of existing P.C.C. Curb and Gutter of the type and size at

the locations noted in Schedule of Quantities. This work shall be performed in accordance with Section 440 of the Standard Specifications, except as amended herein.

At those locations where curb removal operations fall within the Critical Root Zone (CRZ) the Contractor will be required to trench with a "chain" driven trencher immediately back of curb prior to curb removal. This procedure will proceed uninterrupted through the CRZ and insure general tree root pruning. The width of the CRZ shall be determined as noted in the general provision for TREE PROTECTION elsewhere in these documents. If it is determined that proposed removal methods do not cause undo harm to adjacent roots, the Village Forester may waive the need to perform trenching.

During removal operations Contractor shall take special care not to damage or extend sawed joint into adjacent appurtenances such as driveways and sidewalks which are to remain in place. During machine sawing operations Contractor shall also take special care to remove, clean, or otherwise account for any residue / slurry produced by the sawing so material will not be tracked by either vehicular or foot traffic onto adjacent appurtenances which are to remain in place.

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

COMBINATION CONCRETE CURB AND GUTTER REMOVAL, (SIZE),

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

SP-9 EROSION AND SEDIMENTATION CONTROL

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

All downstream ditches shall be protected from erosion and sedimentation by the installation of silt fence ditch checks; straw bales shall not be used. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three (3) days, shall be protected against erosion and sedimentation runoff by use of silt fence. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, filter baskets, or solid lids, as authorized in the field by the Engineer.

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

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

Basis of Payment: This work shall be considered **INCIDENTAL** to the project.

SP-10 DEWATERING

Description. Work consists of providing labor, tools, equipment, and materials necessary to dewater the related work areas of the Project to relatively dry conditions and maintain suitable working conditions so that the modifications/improvements may be constructed in the dry.

Products. Contractor shall be responsible for the choice of the product(s) and equipment as well as “means and methods” for the Site Dewatering Work to be performed subject to the review of the Engineer. All products and “means and methods” selected shall be adequate for the intended use/application. Engineer’s review does not relieve the Contractor from compliance with the requirements of the Drawings and Specifications and the requirements of this special provision.

Contractor shall submit to the Village for review a description of dewatering techniques and equipment to be used, together with detail drawings showing lengths of discharge piping and point(s) of discharge including erosion control procedures.

Note: The Village’s Representative’s review of dewatering techniques and equipment shall in no way be construed as creating any obligation on the Village’s Representative for same.

The Contractor shall be solely responsible for the choice of product(s) and equipment; for the design, installation, and operation; as well as “means and methods” of performing the Work; and subsequent removal of dewatering systems and their safety and conformity with local codes, regulations and these Specifications. All product(s), equipment and “means and methods” selected shall be adequate for the intended use/application. Review by the Village’s Representative does not relieve Contractor from compliance with the requirements specified herein.

The Contractor shall select the pumps he/she desires to use and the rate at which the pumps discharge, a sediment filter silt bag shall be provided by the Contractor, subject to review by the Engineer. The Contractor shall ensure that downstream water quality shall not be impaired.

At all times during the excavation period and until completion and acceptance of the Work at Final Inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water entering any excavation or any other parts of the Work.

Water pumped or drained from the Work required for this Contract shall be disposed of in a safe and suitable manner without damage to adjacent property or streets or to other work under construction. Water shall not be discharged onto streets without adequate protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. No water containing settleable solids shall be discharged into storm sewers. Any and all damages caused by dewatering the work shall be promptly repaired by the Contractor. The Contractor is responsible for providing any and all labor, materials and equipment needed for the DEWATERING in order to meet the scheduled completion of the project.

Basis for Payment. This work shall be considered **INCIDENTAL** and shall not be paid.

SP-11 PIPE UNDERDRAIN, (SIZE)

Description: This work shall consist of construction of a pipe underdrain within the bio-retention area as shown on the plans.

The contractor shall be responsible for the protection of the placed underdrain such that no damage occurs prior to final restoration and acceptance.

Materials. Materials shall meet the requirements of Section 601 of the SSRBC except for the following:

- a) Pipe underdrain shall be perforated or slotted (SDR 26) polyvinyl chloride (PVC) pipe.
- b) Porous granular backfill shall be IDOT gradation CA-7.

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

PIPE UNDERDRAIN (SIZE SPECIFIED)

which price will include all PVC pipe, appurtenances, and all other labor and material required to complete the work as specified.

SP-12 STABILIZED CONSTRUCTION ENTRANCE

Description: This work shall consist of furnishing, installation, maintenance and removal of stabilized pad of aggregate underlain with filter fabric as shown on the plans or as directed by the Engineer.

Materials: Materials shall conform to the following:

Aggregate size. CA-1 in accordance with the requirements of Section 1004 of the SSRBC

Filter Fabric shall consist of synthetic polymers composed of at least 85 percent by weight polypropylene, polyesters, polyamides, polyethylene, polyolefins, or polyvinylidene-chlorides. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet lights.

Construction Requirements: The course aggregate shall be a thickness of 8 inches or more. The stone entrance should not be filled until the area has been inspected and approved by the Engineer.

The rock shall be dumped and spread into place in approximately horizontal layers not more than 3 feet in thickness. It shall be placed in a manner to produce a reasonable homogeneous stable fill that contains no segregated pockets or larger or small fragments or large unfilled space caused by bridging of larger fragments. No compaction will be required beyond that resulting from the placing and spreading operations.

The minimum width and length shall be in accordance with the detail shown on the Details Plan Sheet.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered incidental to the Stabilized Construction Entrance.

The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public rights-of-ways must be removed immediately. Contractor shall maintain the stabilized

construction entrance throughout construction and remove all materials as necessary when it is deemed to no longer be required.

This shall include the removal and replacement of any existing curb and gutter and sidewalk damaged during construction.

Method of Measurement: This work will be measured for payment in square yards.

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

STABILIZED CONSTRUCTION ENTRANCE

which price shall be payment in full for all services, materials, labor and other items required to complete the work.

SP-13: SAW CUT JOINTS

The removal and/or replacement of any driveways, pavement, curb, sidewalk, etc. shall be accomplished by means of a saw cut joint, at the direction of the Engineer.

Basis of Payment: This work shall be considered **INCIDENTAL** to the project.

SP-14 PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL,

Description: This work shall consist of installation of new P.C.C. and the removal and replacement of existing P.C.C. sidewalk as indicated by location or shown on the plans. All P.C.C. sidewalks shall be removed and replaced by methods and with materials in accordance with Articles 424 and 1020.04 of the SSRBC, except as amended herein.

Removal of existing sidewalk shall include saw cutting and disposal of existing concrete as directed by the Engineer, removal of tree roots, bituminous paved sidewalks and/or bituminous overlayment of existing sidewalks.

Excavation for new sidewalk shall be performed with a Gradall. Operating a Gradall on the parkways will not be allowed. All excavation shall be made from the street unless otherwise approved by the Engineer. Excavation work utilizing a skid steer loader shall not be allowed.

Placement of sidewalk shall include the following:

- a) Any necessary excavation, clearing, and proper disposal of excavated materials, removal and disposal of all obstructions such as fences, walls, foundations and buildings;
- b) The placement of four inches (4") of Type B, CA-6 compacted aggregate base;
- c) The set up of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50).
- d) The placement of five inch (5") thick, Class SI Portland Cement Concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3"-5" slump, and six inch (6") thickness through or in residential driveways or where subject to vehicular traffic, to the width specified on the plans or as directed by the Engineer;

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- e) The tooling of contraction joints, 3/4-inch radius and 1 inch deep, 5 feet on center;
- f) The placement of 3/4 inch thick premoulded expansion joints at 100 foot intervals on center, or abutting existing concrete sidewalk, or at the end of a pour;
- g) The adjustment to proper grade of all utility structures encountered;
- h) The replacement of all traffic control devices or parking meters removed;
- i) The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the SSRBC, (Type III membrane curing compound white pigmented);
- j) Removal of driveway pavement within the width limits of the new sidewalk. Removal of driveway pavement located outside the limits of new sidewalk shall be paid for under DRIVEWAY PAVEMENT REMOVAL.

Except for damaged parkway areas due to rutting or not designated by the Engineer, restoration will be paid for in accordance with the specification PARKWAY RESTORATION.

Basis for Payment: This work shall be paid for at the contract unit price per SQUARE FOOT for:

P.C.C. SIDEWALK REMOVAL

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

SP-15 IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

Description: If construction activities will result in removal and disposal of excavation spoils, per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency, soil sampling and analysis, along with certification from a licensed professional engineer that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) landfill acceptance. However, if the subject property has never been used for industrial or commercial purposes, then the site owner or operator may certify that the soil is uncontaminated by use of IEPA form LPC-662.

To facilitate meeting the above requirements, the Village will supply a signed Source Site Certification by Owner or Operator Form LPC-662 for the location of the designated improvement.

Construction Requirements: The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, and uncontaminated or contaminated dirt or debris generated or discovered in the course of the work. Removal and disposal of excavation items being disposed of at a landfill or clean construction and demolition debris (CCDD) fill site shall meet the requirements of Public Act 96-1416.

The temporary storing of excavated materials on the parkways or right of way, and re-handling them later for disposal will not be allowed due to additional damage caused to tree root systems, parkways, existing equipment, and conditions. It shall be the contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The Village will not provide for one.

The contractor shall have the option of employing a licensed testing firm, as approved by ENGINEER, to screen each truck-load of material on-site, using a PID or FID field screen or other acceptable method. If said screen indicates VOC levels that will be unacceptable for disposal at a CCDD facility, the contractor shall be responsible for properly disposing of the material at an acceptable landfill, and providing the Village with all of the proper paperwork to document the material disposal with the IEPA. This work shall be paid for as specified below. If, however, a truck-load is rejected by a CCDD facility after leaving the project site, and

said truck-load was not identified on-site as having VOC levels above the allowable limits, the contractor shall still be required to properly dispose of the material and provide the Village with the necessary documentation, but shall not be additionally compensated.

All additional work to satisfy these requirements shall be the responsibility of the contractor. All costs associated with meeting these requirements shall be paid for as specified herein. These costs shall include but are not limited to all required testing, lab analysis, and certification by a licensed professional engineer, if required, in addition to the cost of additional hauling, dump fees, etc. Payment for this work shall be in addition to payment for EARTH EXCAVATION per the contract unit price. No adjustment to the contract unit price will be allowed due to changes to quantities based on actual field conditions.

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

ADDITIONAL HAULING SURCHARGE, SPECIAL WASTE,

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

SP-16 COMBINATION CURB AND GUTTER

Description: This work shall consist of the placement of P.C.C. Curb and Gutter, of the type, size and location shown on the plans. All P.C.C. Curb and Gutter shall be placed by methods and materials as specified in Articles 606 and 1020 of the SSRBC, except as amended herein.

Placement of P.C.C. Combination Curb and Gutter shall include the following:

- a) The use of Class SI Portland cement concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3" slump;
- b) The placement of twelve inches (12") of Type B, CA-6 compacted aggregate base;
- c) The saw cutting of 2 inch deep joints at not more than 15-foot intervals, within 24 hours after being placed;
- c) The placement of 2 dowel bars into the gutter portion of existing concrete curb, and at expansion joints, in accordance with the detail shown on the plans;
- d) The placement of 3/4 inch pre-molded expansion joint filler perpendicular to the centerline of the roadway for the full depth of the curb and gutter, where abutting existing concrete curb and gutter, at 10 feet either side of a utility structure, at construction joints at the ends of pours, at not more than 90 foot intervals;
- e) The proper curing of all concrete work utilizing the methods and materials outlined in Articles 424 and 1022.01 of the SSRBC (Type 2 membrane curing with red dye is preferred);
- f) The backfilling of all curb work with materials approved by the Engineer.

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

COMBINATION CONCRETE CURB AND GUTTER, B6.12

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

SP-17: STORM SEWER CONNECTION TO EXISTING MANHOLE

This work includes the connection of the proposed storm sewers to the existing manholes at locations shown on the plans. The proposed connection shall be neatly cut and the area between the cut out and sewer filled with brick and mortar in accordance with Section 1042 of the Standard Specifications.

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

STORM SEWER CONNECTION TO EXISTING MANHOLE

which includes all work specified herein.

SP-18 MANHOLES, CATCH BASINS, AND INLETS (SIZE AND TYPE SPECIFIED)

This work shall consist of the installation of precast concrete drainage structures with a cast-in, clamp-on type flexible boot meeting ASTM C923 requirements, of the size and type shown on the plans or specified by the Engineer. Included in the contract unit price shall be all excavation, removal and disposal of existing storm structures, bedding, supplying and compacting of backfill materials. Backfill materials for new structures shall be CA-6 aggregate mechanically compacted. Unless otherwise specified, all manholes, catch basins, and inlets and shall be their respective Type A design with cast-in-place, clamp-on type, flexible rubber boot(s).

All structures in excess of four feet in depth shall be equipped with cast iron steps meeting the standards of ASTM A48.

Precast sections shall conform with ASTM C 478 and shall be substantially free from fractures, large or deep cracks and surface roughness. Slabs shall be sound and free from gravel pockets. Joints between precast sections shall be designed for rubber gaskets or bituminous mastic material.

Adequate foundation for all structures shall be obtained by removal and replacement of unsuitable materials with well graded granular material; or by tightening with coarse ballast rock, or by such other means as provided for foundation preparation of the connected sewers.

Precast base sections shall be placed on a well graded granular bedding of not less than two (2) inches in thickness. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and support of the precast element.

All lift holes shall be completely filled with mortar to ensure water tightness.

Castings shall be set in mortar or bituminous mastic beds. The adjustment of the casting to the required final grade shall be made with precast concrete adjusting rings. Maximum adjustment with rings shall be twelve inches (12"). Brick, concrete block, or wooden shims will not be permitted. Pre-cast concrete adjusting rings shall be set in mortar or bituminous mastic beds.

In pavements, frames shall be heavy duty Type 1 with either Type B closed lids or Type 11 frame and grates.

This work will be paid for at the contract unit price per **EACH** for

CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 FRAME AND GRATE,

which price shall include all material, labor, and equipment necessary to complete the work.

SP-19 PAINT PAVEMENT MARKING

Description: This work shall be done in accordance with Section 780 of the SSRBC as adopted by the Illinois Department of Transportation, January 1, 2012.

Basis of Payment: This work shall be paid for at the contract unit prices per **FOOT** of applied paint pavement marking line for:

PAINT PAVEMENT MARKING LINE - 4" WHITE,

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

SP-20 STONE BEDDING, 36"

Description: This work shall consist of furnishing and placing granular material on the prepared subgrade per the applicable portions of Section 311 of the SSRBC except as amended herein.

Existing subgrade shall be uncompacted and scarified prior to placement of Stone Bedding. It shall be pitched in conformance with the proposed contours.

The top of the stone bedding shall conform to the contours of the proposed finished grade.

The Stone Bedding material shall be limited to 100% crushed aggregate meeting the gradation for CA-7. It is intended to be placed at a thickness of 36 inches and shall not be compacted.

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

STONE BEDDING, 36"

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

SP-21 AMENDED SOIL FURNISH AND PLACE, 24"

Description: This work shall consist of the furnishing, transporting and placement of amended soil in accordance with the applicable parts of Sec. 211 of the SSRBC, except as amended herein.

Amended soils shall not be handled wet during any construction work.

Over-excavation for amended soil shall be conducted following excavation to proposed grade. In all areas requiring amended soils, existing soil shall be excavated and hauled off in accordance with plan quantities. This excavated material can not be used onsite for amended soil material. All amended soil material must be imported from a suitable source offsite.

The Village and/or Engineer shall approve all amended soil materials prior to placement on site. The Contractor shall show the Village and/or Engineer potential amended soil materials at the source location upon request. Amended soil materials shall consist of 10% - 15% loam or silt loam, 70% - 80% coarse sand and 10% - 15% organic compost. The pH range shall be 5.3 to 7.5. If the borrow source material is deficient, it may be necessary for the Contractor to amend the soil to meet the required specifications. The amendments

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may include limestone or aluminum sulfate to adjust pH. Amendments shall meet the following requirements:

- Agricultural limestone shall contain not less than 95 percent calcium carbonate equivalent and shall be ground to such a fineness that at least 98 percent will pass a 20-mesh sieve and at least 50 percent will pass a 100-mesh sieve. Other liming material shall have a minimum calcium carbonate equivalent of 80 percent and shall be crushed to such a fineness that 98 percent will pass a 20-mesh sieve and at least 50 percent will pass a 100-mesh sieve.
- Aluminum sulfate shall be horticultural grade.
- Amended soils shall be pre-mixed at an off-site facility, and shall not be blended on-site or in-place. The Village and/or Engineer shall test amended soils to ensure the appropriate gradation and compaction. Samples will be taken within 48 hours of notice from the Contractor that materials are ready for testing. Standard sieve analysis and other general accepted testing procedures may be utilized. After samples are taken, testing may take up to 5 business days per round of testing. The Contractor shall build time for testing into the schedule, as it may take multiple rounds of mixing and testing to meet the requirements, depending on the Contractor's chosen method and thoroughness of the mixing procedure prior to samples being taken.

Once the material and mixture has been approved, the amended soil shall be spread using single lifts of up to 1-foot or as directed by the Village and/or Engineer. Final amended soil thickness shall be in accordance with the Construction Plans.

Wheeled vehicles (scrapers, end loaders, skid steers, etc.) shall not be used for topdressing work and are not allowed in the amended soils area after subgrade has been achieved, as they result in severe surface compaction. Only low ground pressure wide-track equipment (quadtrac tractor and pull-type scraper assembly wide, track dozer, back-hoe, and tracked bobcats) shall haul, move and spread amended soil material in the areas to be seeded or where plugs are to be installed. The construction contractor is responsible to create a surface that has minimal compaction. It is critical to restoration success that compaction of the surface is avoided. In areas where a stone subbase will not be installed, the existing subgrade shall be pitched in conformance with the proposed contours and shall be scarified prior to placement of amended soil.

The Contractor is required to establish a smooth and level surface in the remedial area with clods no greater than 2-inches in diameter and a surface that has minimal compaction. All rocks greater than .75-inches in diameter shall be removed. The Contractor shall inspect the surface conditions following amended soil placement to determine if they are acceptable. The Contractor is responsible to rectify any unacceptable amended soil conditions and may be required to re-grade and/or disk to achieve acceptance. Should the placing procedure segregate the mixture, or otherwise cause it to no longer meet the specifications, any in-place remedial measures necessary will be the responsibility of the Contractor, with no additional payment being made for said work.

Grade areas are to be seeded to a smooth, uniform surface plane with loose uniformly fine texture. Grade to within plus or minus ½ inch (13 mm) of finish elevation. Rake in order to remove ridges and fill depressions. Limit finish grading to areas that can be promptly planted.

No wheeled traffic shall occur in the seeding/plugging area following amended soil placement, except for a farm type tractor to conduct disking and seeding preparation.

Method of Measurement: This work will not be measured for payment. Payment will be based on Contract Quantities. By submission of a bid, Contractor agrees on Contract Quantity.

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

**AMENDED SOIL FURNISH AND PLACE, 12”
OR
AMENDED SOIL FURNISH AND PLACE, 24”**

which shall include all labor, materials and equipment necessary to do the work.

SP-22 SEED INSTALLATION, (TYPE)

Description: This work shall be performed in accordance with Section 250 of the SSRBC, except as amended herein.

All areas to be seeded and planted with existing herbaceous plant material shall be treated with an appropriate herbicide to kill the existing herbaceous plant community. This work shall take place prior to any earthwork, removal of existing sediment and control measures, permanent seeding, and planting. One hundred percent (100%) kill is required.

The Contractor shall remove stones, roots, and sticks prior to seedbed preparation activities.

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

The Contractor shall furnish, transport, and install the Short Grass Prairie Seed Mix in the areas shown on the Planting Plan.

Prairie seeding activities shall be performed after the seedbed has been properly prepared. Spring seeding shall occur between April 1 and June 15. Fall dormant seeding shall be conducted between November 1 and the first frost.

The Contractor shall notify the Engineer 24 hours prior to seeding.

Seed shall be sown in the following manner with the drill installation conducted before the broadcast installation:

- Seventy-five (75%) by weight of the cover crop species (i.e., seed oats, no annual rye) and all native grasses shall be installed with a native seed drill. This seed shall be buried to a 1/8-inch depth.
- Following drill seeding, the remaining cover crop species (25%) and all the forbs shall be surface sown with a tractor mounted broadcast spreader.

All seed sources shall be within a 200-mile radius of the project location with species and subspecies native to DuPage County, Illinois.

Seeds shall be true to name and variety and have the proper stratification and/ or scarification to break dormancy for the appropriate planting season.

The Contractor shall examine the grade, verify the elevations and water levels, observe the conditions under which work is to be performed, and notify the Engineer of unsatisfactory conditions. Proceeding with the work constitutes acceptance of existing conditions, including current water levels and soil condition.

The Contractor shall furnish seeds of specified local origin, hardy under the climatic conditions at the project site, free from insects and diseases, and having the appearance of health, vigor, and habit normal for the species. Comply with applicable state and federal laws regarding inspections. All regulations applicable to the seed mix and landscape materials shall be followed. The designed seed mix quantities are of Pure Live Seed (PLS) and shall be supplied as PLS quantities.

Seed shall not be sown during high winds or when the seedbed is not in the proper condition for seeding. Prior to starting work, calibrate all seeding equipment and adjust to sow seed at the proper seeding rate. Operate equipment to ensure complete coverage of the entire area to be seeded.

Prior to installation, the Engineer shall review any species substitutions and reserves the authority to deny use of any species if deemed inappropriate for the site.

All seed materials shall be subject to inspection by the Engineer prior to installation.

The Contractor shall provide the Engineer copies of all seed labels.

Seeding shall only occur in areas that will receive blanket installation within 48 hours of seeding provided rain is not imminent. If rain is imminent, blanket installation shall occur on the same day as seeding.

Method of Measurement: This work will not be measured for payment. Payment will be based on Contract Quantities. By submission of a bid, Contractor agrees on Contract Quantity.

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

SEED INSTALLATION, SHORT GRASS PRAIRIE

which shall include all labor, materials and equipment necessary to do the work.

SP-23 EROSION CONTROL BLANKET (TYPE)

Description: This work shall be performed in accordance with Section 282 of the SSRBC, except as amended herein.

North American Green S75BN and SC150BN, or approved equivalents, shall be installed throughout the project area following seeding and prior to planting. The SC150BN shall be installed in the bioswale zone and the S75BN shall be installed on all other areas to be restored. The blankets shall be properly installed with staples following the manufacturer's specifications.

The Contractor shall be responsible for maintaining the erosion control blanket after installation. Tenting of the erosion control blanket shall be fixed by the Contractor at the direction of the Engineer to the satisfaction of the Engineer.

Method of Measurement: This work will be measured for payment in place in SQUARE YARDS of actual surface covered. Temporary erosion control measures and work ordered by the Engineer due to the Contractor's carelessness or failure to install permanent controls will not be measured for payment. Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment.

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

EROSION CONTROL BLANKET, (TYPE)

which shall include all labor, materials and equipment necessary to do the work.

SP-24 PERENNIAL PLANT INSTALLATION

Description: This work shall be performed in accordance with Section 254 of the SSRBC, except as amended herein.

All perennial plants shall be container grown in open bottom pots and have minimum shoot heights of 12 inches at the time of planting. Pot dimensions shall be a minimum of 2-inches wide and 3-inches deep. Plant material shall not be provided as dormant root or bare root material.

All container plant material shall be inoculated with mycorrhizal fungi.

Container plants shall exhibit root growth sufficient to hold all soil intact when removed from container.

Species selection shall be in accordance with the tables shown on the Planting Plan. A total of 11 units shall be installed (with one unit consisting of 100 plants) in accordance with the Planting Plan. Substitutions shall not be acceptable unless previously approved by the Engineer. **A final list of selections and approximate planting plan shall be submitted to the Engineer for approval at least one week prior to plant purchase.**

All plant material shall be grown from seed sources within a 200-mile radius of the project location with species and subspecies native to DuPage County, Illinois. Plant material shall be acquired from a reputable supplier, subject to the approval of the Engineer.

The Contractor shall provide the Engineer copies of all the plant confirmation forms from the nurseries that provide material.

All plant material shall be installed within 1 week of reaching final grade elevations. Any potential delays caused by weather shall be approved by the Engineer. Plantings shall take place within six hours of delivery to the project site. If planting is delayed more than six hours after delivery, plants shall be placed in shade and protected from weather and mechanical damage and all roots shall be kept moist.

The Contractor shall notify the Engineer 24 hours prior to planting - no plants shall be installed prior to

approval of the Engineer. All plants shall be installed at 2-foot intervals. Holes shall be dug large enough to allow spreading of roots. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water thoroughly after planting, taking care not to cover plant crowns with wet soil. Plants shall be protected from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

Preen shall be applied to planted area per the manufacturer's recommended rates.

Planting bed shall be mulched with 3-4 inches of hardwood bark mulch. Do not place mulch against plant stems.

Contractor agrees to repair or replace plantings that fail in materials, workmanship, or growth within specified warranty period, which shall be one year from date of installation for all plant material. Failures include, but are not limited to, the following:

- Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect or abuse by the Village, or incidents that are beyond Contractor's control.
- Structural failures including plantings falling or blowing over.

Full maintenance shall be provided by skilled employees of the Contractor for the duration of the Warranty Period. Final Acceptance shall be granted three years from the date of installation of all plant material, pending 95% survivorship.

Method of Measurement: This work will be measured for payment in units of 100 perennial plants of the type and size specified. Measurement for payment of this work will not be performed until the end of the 30 day establishment period for the replacement planting. Only plants that are in place and alive at the time of measurement will be measured for payment, except that if fewer than 25 percent of the plants are acceptable, **NO PAYMENT WILL BE MADE AND THE WORK WILL BE REJECTED IN ITS ENTIRETY.** Any/all dead plants shall be replaced as soon as is allowable depending on the planting window for the specific species.

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

PERENNIAL PLANT INSTALLATION, (TYPE)

which shall include all labor, materials and equipment necessary to do the work.

SP-25 STONE OUTLET

Description: This work shall consist of the installation of stone outlets as noted on the plans. This work shall be performed in accordance with Section 281 of the SSRBC, except as amended herein.

The riprap shall consist of RR3. Broken concrete will not be acceptable.

Filter fabric shall be installed beneath the riprap in accordance with section SP-32. The filter fabric installed at each **STONE OUTLET** will not be paid for separately, but its cost shall be merged with that for **STONE OUTLET**.

Method of Measurement: This work will be measured for payment in place in SQUARE YARDS of actual riprap placed.

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

STONE OUTLET

which shall include all labor, materials and equipment necessary to do the work.

SP-26 FILTER FABRIC

Description: This work shall consist of furnishing and installing geotechnical filter fabric on a prepared earth surface in accordance with Section 282 of the SSRBC.

FILTER FABRIC shall be installed beneath each stone outlet (see SP-31) and shall consist of Contech C-200 Woven Geotextile Fabric, or approved equivalent.

Method of Measurement: This work will not be measured for payment.

Basis of Payment: The cost of this work shall not be paid for separately. Its cost shall be merged into the cost per **SQUARE YARD** of **STONE OUTLET**.

SP-27 MANAGEMENT AND MONITORING ACTIVITIES, (YEAR)

Description: This work shall consist of all labor, material, and equipment required to complete the activities and meet the requirements as described herein.

The Contractor is required to perform three years of routine ecological management and monitoring activities in all native seeding and planting areas, as shown on the Planting Plan. The three year period will encompass first three complete growing seasons. At the beginning of each year, the Contractor shall provide a management schedule to the Engineer that specifies the management activities to be conducted during the year.

The Contractor shall notify the Engineer a minimum of 24 hours prior to any onsite activities.

The official first growing season is defined as the first growing season after all native plant and seed material have been installed. Seeding and planting must take place within the respective installation windows.

The Contractor shall irrigate all plantings and seed for a 1-year period to ensure maximum survivorship. Please note that due to bioswale soil characteristics, the surface will tend to be draughty. As such, irrigation will be mandatory.

The Contractor shall high-mow the vegetation in the Prairie areas during the first growing season following seeding. The vegetation shall be mowed to a height of 6-9 inches at least two times during the first growing season. Mowing shall occur during late May/early June and August.

The Contractor shall conduct chemical and/or mechanical weed control activities in all planting and seeding areas for a three-year period following planting/seeding. Herbicide shall be applied by State Licensed Operator or Applicator with familiarity and experience conducting weed eradication within natural areas and

Village of Downers Grove

wetlands. A copy of valid license (State of Illinois Department of Agriculture Pesticide Applicator or Operator) shall be provided to the Engineer prior to weed control activities. The Contractor shall perform herbiciding activities necessary to achieve project performance standards (see PERFORMANCE STANDARDS requirements below). Weed control may also require manual methods such as supplemental cutting of seed heads prior to seedset for preventing seed reproduction. The herbicide application periods are generally defined as follows:

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

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

<u>Target Species</u>	Early Spring	Early Summer	Late Summer	Fall
Red/white clover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reed canary grass	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Field/bull thistles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cattails	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
White/yellow sweet clover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teasel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Common reed	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sandbar willow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Purple Loosestrife	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

PERFORMANCE STANDARDS

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

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

Performance Standards

- Within three months of cover crop seeding and/or permanent seeding, at least 90% vegetative coverage shall be achieved in the zone proposed for the Short Grass Prairie. In addition, no area within the Short Grass Prairie area shall be devoid of vegetation greater than 0.5 square meters at any point during the three year period; after the first three month establishment period.
- The following minimum coverage standards consisting of native, noninvasive species within the Short Grass Prairie Zone; 20% by the end of the first growing season.
- The following minimum coverage standards consisting of native, noninvasive species within the Emergent Zone; 75% by the end of the third growing season.

Village of Downers Grove

- Planted plugs in the Sedge Meadow and Bioswale Zones must achieve 95% survivorship within three years of plant installation.
- At the end of the third growing season, none of the three most dominant plant species in any of the wetland communities may be non-native species, cattails (*Typha* spp.), or common reed (*Phragmites australis*).
- At the end of the third growing season, relative coverage of narrow-leaved cattail cannot exceed 5% in the wetland plant communities.
- At the end of the third growing season, relative coverage of reed canary grass, purple loosestrife, and common reed in aggregate cannot exceed 5%.

MONITORING AND REPORTING

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

Qualifications

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

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

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

Requirements

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

- The Contractor shall conduct a floristic inventory of all plant communities in the restoration areas twice per year during the management and monitoring period using the meander search method over the entire site. The first floristic inventory shall be conducted during May/June and the second shall be performed in August/September. The data collected shall be analyzed and evaluated using the Floristic Quality Assessment (FQA) Computer Program.
- The Contractor shall maintain photo documentation of site conditions and activities conducted throughout the management period. In addition, the Contractor shall establish several permanent photo points on site to document changes to each area throughout the management period. These photos shall be incorporated into annual monitoring reports.

Village of Downers Grove

- The Contractor shall prepare and submit an annual monitoring report to the Engineer by January 31 each year, following the first growing season. The monitoring report must document the vegetation and hydrologic data collected during the years' monitoring inspections. The annual report must include a review of site progression towards meeting the performance standards and propose any necessary remedial actions. More specifically, the monitoring report must contain the following information, which will be based on data collected during the monitoring inspections:
 - A vegetation map exhibit based on as-built survey prepared following completion of planting activities shall be submitted with the first year monitoring report. The exhibit must define the limits of the various plant communities (i.e., Emergent, Sedge Meadow, Bioswale, and Short Grass Prairie) and indicate the dominant species within each community. Locations of photostations should also be included.
 - A summary of management activities conducted during each year, including a description of the activities, dates, areas treated, herbicide logs, and results.
 - Representative photographs depicting general site conditions.
 - Calculate native mean Coefficient of Conservatism (C) and native Floristic Quality Index (FQI) values (w/ and w/o adventives), and the native mean wetness coefficient for each plant community zone and for the entire restoration area. This information can be used to identify any problem areas located within the restoration area.
 - Evaluate the status of the restoration area relative to the performance standards.
 - Prepare a plan and schedule of management activities for the following year.

Method of Measurement: This work will not be measured for payment. Payment will be based on Contract Quantities. By submission of a bid, Contractor agrees on Contract Quantity.

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

MANAGEMENT AND MONITORING ACTIVITIES, (YEAR)

which shall include all labor, materials and equipment necessary to do the work described herein and as specified on the plans. For partial payment of lump sum amount during the year, the Contractor shall provide summary memo with invoice to document that management work effort performed during the invoicing period appropriately reflects invoice amount.

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

SP-28 UTILITY STRUCTURE TO BE ADJUSTED/RECONSTRUCTED

Description: This item shall be done in accordance with Sec. 602 of the SSRBC and the following provisions.

Castings shall be set in mortar or bituminous mastic beds. The adjustment of the casting to the required final grade shall be made with precast concrete adjusting rings. Brick, concrete block, or wooden shims will not be permitted.

When adjustments include new frame and grate or new frame and lid, all replacement frames, grates and lids shall be heavy duty.

Although the cost of adjusting and/or reconstructing structures per this specification will be paid for under

this contract, the contractor shall be aware that many of the structures are not the property of the Village of Downers Grove, and that such work may require inspections and/or permits from other governmental agencies.

Basis of Payment: This item shall be paid for at the contract unit price **EACH** for:

UTILITY STRUCTURE TO BE ADJUSTED

which price shall be payment in full for all labor and materials.

V. BID and CONTRACT FORM (Village)

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

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

BIDDER:

V3 CONSTRUCTION GROUP, LTD.

Company Name

07-25-2012

Date

7325 JANES AVENUE

Street Address of Company

tfoster@v3co.com

E-mail Address

WOODRIDGE, ILLNOIS 60517

City, State, Zip

THOMAS FOSTER

Contact Name (Print)

(630)724-9200

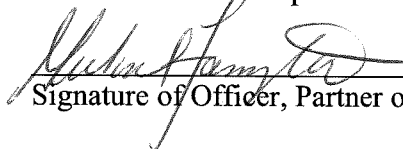
Business Phone

(630)724-9200

24-Hour Telephone

(630) 724-9202

Business Fax

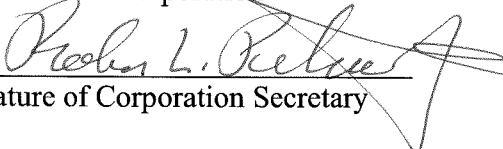


Signature of Officer, Partner or Sole Proprietor

MICHAEL FAMIGLIETTI, P.E. PRESIDENT

Print Name & Title

ATTEST: if a Corporation



Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 45 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

V. BID and CONTRACT FORM (Contractor)

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

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

BIDDER:

V3 CONSTRUCTION GROUP, LTD.

Company Name

07-25-2012

Date

7325 JANES AVENUE

Street Address of Company

tfoster@v3co.com

E-mail Address

WOODRIDGE, ILLNOIS 60517

City, State, Zip

THOMAS FOSTER

Contact Name (Print)

(630) 724-9200

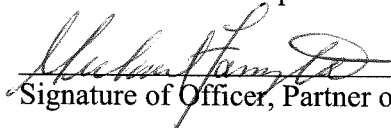
Business Phone

(630) 724-9200

24-Hour Telephone

(630) 724-9202

Business Fax

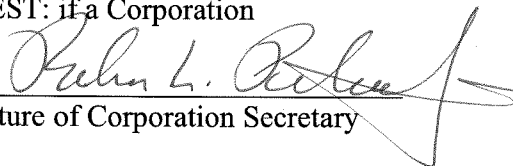


Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

MICHAEL FAMIGLIETTI, P.E. PRESIDENT

Print Name & Title



Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 45 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

Village of Downers Grove

SCHEDULE OF PRICES:

1. Demolition & Debris Removal

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
67100100	MOBILIZATION	LSUM	1	\$6,500.00	\$6,500.00
SP-5	STREET SWEEPING AND DUST CONTROL	HOUR	5	\$130.00	\$650.00
44000100	FULL DEPTH PAVEMENT REMOVAL	SQ YD	560	\$15.00	\$8,400.00
SP-8	COMBINATION CURB AND GUTTER REMOVAL, B6.12	FOOT	325	\$3.00	\$975.00
SP-14	PCC SIDEWALK REMOVAL	SQ FT	40	\$5.00	\$200.00
20100100	WOODEN FENCE REMOVAL	FOOT	230	\$13.00	\$2,990.00
SP-15	ADDITIONAL HAULING SURCHARGE, SPECIAL WASTE	LOAD	3	\$850.00	\$2,550.00
SP-4	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1	\$4,500.00	\$4,500.00
SUBTOTAL					\$26,765.00

2. Soil Erosion Sediment Control

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-12	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	70	\$1.00	\$70.00
SUBTOTAL					\$70.00

3. Drainage and Excavation Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-6	EARTH EXCAVATION	CU YD	530	\$26.00	\$13,780.00
SP-21	AMENDED SOIL FURNISH AND PLACE, 12"	SQ YD	420	\$26.50	\$11,130.00
SP-21	AMENDED SOIL FURNISH AND PLACE, 24"	SQ YD	153	\$55.00	\$8,415.00
SP-20	STONE BEDDING, 36"	SQ YD	153	\$45.00	\$6,885.00
SP-11	PIPE UNDERDRAIN, 6"	FOOT	45	\$17.00	\$765.00
SP-25	STONE OUTLET	SQ YD	5	\$36.00	\$180.00
SP-17	STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	1	\$3,000.00	\$3,000.00
SP-28	UTILITY STRUCTURE TO BE ADJUSTED	EACH	1	\$450.00	\$450.00
SP-18	CATCH BASIN, TYPE A, 4' DIAMETER, TYPE 8 FRAME AND GRATE	EACH	1	\$2,000.00	\$2,000.00
SUBTOTAL					\$46,605.00

4. Pavement Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
40600850	HMA SC MIX "C" N50, 2"	TON	21	\$200.00	\$4,200.00
SP-19	PAINT, PAVEMENT MARKING LINE - 4" WHITE	FOOT	450	\$2.30	\$1,035.00
SP-16	COMBINATION CONCRETE CURB AND GUTTER, B6.12	FOOT	275	\$35.00	\$9,625.00
SP-7	SELECTED GRANULAR BACKFILL, CA-6	CU YD	10	\$90.00	\$900.00
SUBTOTAL					\$15,760.00

Village of Downers Grove

5. Landscaping

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-22	SEED INSTALLATION, SHORT GRASS PRAIRIE	SQ FT	2730	\$0.50	\$1,365.00
SP-23	EROSION CONTROL BLANKET, SC150BN	SQ YD	120	\$3.25	\$390.00
SP-23	EROSION CONTROL BLANKET, S75BN	SQ YD	500	\$2.35	\$1,175.00
SP-24	PERENNIAL PLANT INSTALLATION, BIOSWALE ZONE	UNIT	4	\$500.00	\$2,000.00
SP-24	PERENNIAL PLANT INSTALLATION, SEDGE MEADOW ZONE	UNIT	5.5	\$500.00	\$2,750.00
SP-24	PERENNIAL PLANT INSTALLATION, EMERGENT ZONE	UNIT	1.5	\$500.00	\$750.00
				SUBTOTAL	\$8,430.00

6. Management and Monitoring

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-27	MANAGEMENT AND MONITORING ACTIVITIES, YEAR 1	LSUM	1	\$1,800.00	\$1,800.00
SP-27	MANAGEMENT AND MONITORING ACTIVITIES, YEAR 2	LSUM	1	\$1,800.00	\$1,800.00
SP-27	MANAGEMENT AND MONITORING ACTIVITIES, YEAR 3	LSUM	1	\$1,800.00	\$1,800.00
				SUBTOTAL	\$5,400.00

Total Base Bid Amount (Sum of Item Nos. 1 through 6) \$103,030.00

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to FIRE STA. #3 BIOSWALE, Bidder V3 CONSTRUCTION GROUP, LTD.
(Name of Project) (Name of Bidder)

hereby certifies the following:

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

BIDDER'S CERTIFICATION (page 2 of 3)

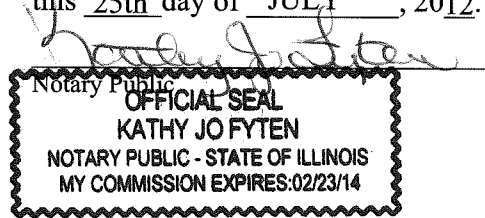
BY: MICHAEL FAMIGLIETTI, P.E.
Bidder's Authorized Agent

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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or N/A
Social Security Number

Subscribed and sworn to before me
this 25th day of JULY, 2012.



(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: MICHAEL FAMIGLIETTI, P.E.

Secretary: ROBIN PETROELJE, P.E.

Treasurer: ROBIN PETROELJE, P.E.

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

N/A

BIDDER'S CERTIFICATION (page 3 of 3)

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

(c) Sole Proprietor

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

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

INSURER'S NAME: WILLIS GROUP

AGENT: JOHN ADAMS

Street Address: 425 MARTINGALE ROAD

City, State, Zip Code: SCHAUMBURG, IL 60173

Telephone Number: (847) 517-3450

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

Print Name of Company: V3 CONSTRUCTION GROUP, LTD.

Print Name and Title of Authorizing Signature: MICHAEL FAMIGLIETTI, P.E.

Signature: 

Date: 07-25-2012

MUNICIPAL REFERENCE LIST

Municipality: City of West Chicago
Address: 475 Main Street
Contact Name: Robert E. Flatter Phone #: 630-293-2200
Name of Project: Kresswood Native Basin
Contract Value: \$355,000.00 Date of Completion: 2008

Municipality: Village of Downers Grove
Address: 5101 Walnut Avenue
Contact Name: Andrew Sikich Phone #: 630-434-5460
Name of Project: Maple Ave. & Carpenter Street Sewer
Contract Value: \$945,000.00 Date of Completion: 2011

Municipality: City of Elmhurst
Address: 209 North York Street, Elmhurst, IL 60126
Contact Name: Mr. Stan Glab Phone #: 630-530-3020
Name of Project: Elmhurst Levy Improvements
Contract Value: \$850,000.00 Date of Completion: 2010

Municipality: City of Aurora
Address: 44 East Downer Place, Aurora, IL 60507
Contact Name: Mr. Stephen Andras Phone #: 630-256-3200
Name of Project: Indian Trail Road Extension
Contract Value: \$5.2M Date of Completion: 2008

Municipality: Village of Northbrook
Address: 655 Huehl Road, Northbrook IL 60062
Contact Name: Mike Bukolt Phone #: 847-272-5050
Name of Project: West Fork North Branch Stabilization
Contract Value: \$50K Date of Completion: Spring 2012

SUBCONTRACTORS LIST

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

1) NONE Type of Work _____

Addr: _____ City _____ State ____ Zip _____

2) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

3) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: V3 CONSTRUCTION GROUP, LTD.
ADDRESS: 7325 JANES AVENUE
CITY: WOODRIDGE, ILLNOIS 60517
STATE: _____
ZIP: _____
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 | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | <u>Corporation</u> |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: **DATE:** 7-25-2012

Apprenticeship and Training Certification

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

Name of Bidder: V3 CONSTRUCTION GROUP, LTD.

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

Local 150, General Laborers Union, Concrete Finishers Union

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

Print Name and Title of Authorizing Signature: MICHAEL FAMIGLIETTI, P.E.

Signature: 

Date: 07-25-2012

BUY AMERICA CERTIFICATION

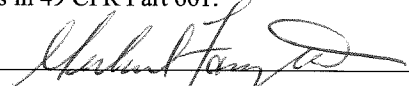
Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response. Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

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

Signature 

Company Name V3 CONSTRUCTION GROUP, LTD.

Title PRESIDENT

Date 07-25-2012

Certificate of Non-Compliance

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

Signature XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Company Name V3 CONSTRUCTION GROUP, LTD.

Title PRESIDENT

Date 07-25-2012

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

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

Suspension or Debarment Certificate

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

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

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

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


Company Name: V3 CONSTRUCTION GROUP, LTD.

Address: 7325 JANES AVENUE

City: WOODRIDGE, ILLNOIS 60517 Zip Code: _____

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: 07-25-2012

CAMPAIGN DISCLOSURE CERTIFICATE

Village of Downers Grove

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

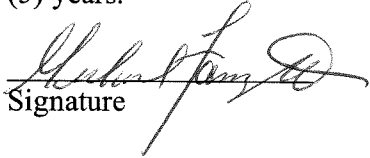
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

MICHAEL FAMIGLIETTI, P.E.
Print Name

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

Print the following information:

Name of Contributor: N / A
(company or individual)

To whom contribution was made: N / A


Year contribution made: N / A Amount: \$ *****

XXXXXXXXXXXXXXXXXX
Signature

MICHAEL FAMIGLIETTI, P.E.
Print Name

CERTIFICATION OF QUALIFICATIONS

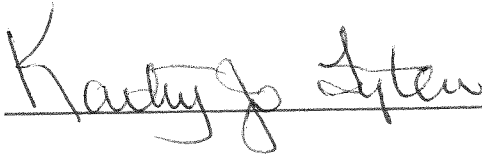
The proposer hereby certifies that he complies with all requirements of SP-3 and has provided supporting information.

Signed by:  (Corporate Seal)
Title: PRESIDENT

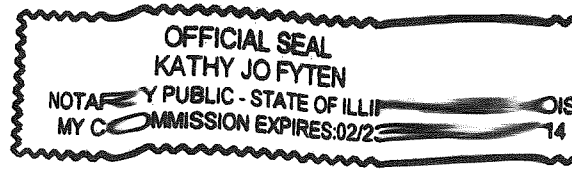
Name & Address: V3 CONSTRUCTION GROUP, LTD.
(contractor or vendor) 7325 JANES AVENUE
WOODRIDGE, ILLNOIS 60517

Project: DRAINAGE IMPROVEMENTS AT FIRE STATION #3

Subscribed and sworn to before
me this 25th day of JULY, 2012



SEAL:



BID SUBMITTAL CHECKLIST

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

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

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

July 18, 2012

The Village of Downers Grove
801 Burlington
Downers Grove, Illinois 60515

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

Project: Drainage Improvements at Fire Station #3
Project Estimate: \$150,000

To Whom It May Concern:

Please be advised that Washington International Insurance Company ("WIIC") currently executes bonds for V3 Construction Group, Ltd. Their single limit is \$3,000,000 with an aggregate of \$10,000,000.

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: Christine Eitel

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: V3 Construction Group, Ltd

Bond Number: Bid Bond

Obligee: Village of Downers Grove

Bond Amount: See Bond Form

Bond Description: Drainage Improvements at Fire Station #3

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) 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 9th of May, 2012:

"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, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

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

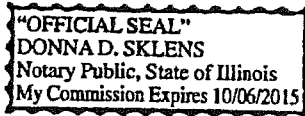


IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May 20 12.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois ss:
County of Cook

On this 25th day of May 20 12, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, 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]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, 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 18th day of July, 2012.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

Willis

Phone: (847) 517 8900
Fax: (847) 517 9033
Website: www.willis.com

July 23, 2012

Village of Downers Grove
801 Burlington
Downers Grove, IL 60515

RE: V3 Construction Group, Ltd.

To Whom it May Concern:

Please note that V3 Construction Group, Ltd. can comply with all Insurance requirements as indicated in the Bid Documentation for the Downers Grove Fire Station #3 Bioswale Installation Job.

Sincerely,



John Adams, CPCU
Senior Vice President

4AKOR/M3637307

Willis of Illinois
425 N Martingale Road, Suite 1100
Schaumburg, Illinois 60173



DIANNA JOHNSON

SENIOR PROJECT MANAGER

YEARS OF EXPERIENCE:

With V3: 10

EDUCATION:

Master of Business
Administration
Regent University

Ms. Johnson has over 23 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.

Elmhurst Levee Maintenance Improvements Project, Elmhurst, Illinois – Project Manager for this \$897,000 project for levee improvements for the City of Elmhurst. Scope of work included raising the elevation of approx. 3,115 LF of an existing earthen levee. Also included was the removal of trees, shrubs and all woody vegetation within 15 ft of the levee. Restoration was done with native and turf 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.

Millennium Trail – Litchfield Drive to Fairfield Road, Lake County, Illinois – Project Manager for this \$1.3 Million dollar project the Lake County Forest Preserves. Scope of work included construction of 2.5 miles of 12' wide asphalt trail, 210 lf timber bridge and 150 lf of boardwalk. Also included was boulder wall, new split rail fence and benches along the trail. Restoration of the trail was done using native seed and low maintenance turf seed.

Mallard Lake Preserve Improvements Phase 1 Development, DuPage County, Illinois – Project Manager for this \$2.1 Million dollar project for the Forest Preserve District of DuPage County's improvements to the Mallard Lake Preserve. Scope of work included a new 1 mile entrance drive, expansion of the existing parking lots, 7 new basins, aggregate trails and a 650 LF boardwalk.



DIANNA JOHNSON SENIOR PROJECT MANAGER

Also, 1300 LF of shoreline stabilization was done which included a boulder rock shoal and restoration of the shoreline with wetland seed and plantings. Restoration was done on all the new construction with turf and native seeding.

Orchard Valley Golf Course Shoreline Stabilization, Aurora, Illinois – Project Manager 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.

I & M Canal State Trail Repairs, Utica, Illinois – Project Manager for this \$135,000 project for the IDNR. Scope of work included rebuilding a failed culvert crossing, excavating a drainage ditch in the canal and new trail construction.

Kickapoo Creek Restoration, Cole County, Illinois – Project Manager 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.

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.

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.

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



DIANNA JOHNSON

SENIOR PROJECT MANAGER

vane to divert river flow from direct shoreline impact. Restoration was completed with live willow stakes, prairie seeding and blanket.

Offsite Roadway Improvements - Heritage Crossing, South Elgin, Illinois – Project Manager for this \$540,000 roadway improvement project for MRC South Elgin, LLC. Scope of work included new signal installation at the east entrance of the Heritage Crossing commercial development on McLean Blvd in South Elgin. In addition turn lanes and underground utilities were added to McLean Blvd and Bowes Road.

Heritage Crossing of South Elgin, Illinois – Project Manager for this \$1.7 million dollar commercial site development for MRC South Elgin LLC. The 11 acre corner site was developed into 5 commercial lots with an interior roadway connecting Bowes Road and McLean Blvd in South Elgin. Scope of work included mass grading, underground utilities, new roadway and parking lots, curb and sidewalk, electrical for parking lot and street lighting and landscaping restoration.

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.

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.

Salt Creek Greenway Trail, Cook County, Illinois – Project Manager 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 was done. Also, traffic signal work for crosswalks, installation of 17 new drop gates, new signage, and 13 locations of new crosswalk striping.

Oak Bluff Estates, Illinois – Project Manager for this \$708,000 subdivision project for Zeme, LLC. Scope of work included mass grading, construction of two ponds, handling sewer soils, grading of 20 lots and construction of roadways.

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



DIANNA JOHNSON

SENIOR PROJECT MANAGER

included were installing rock check dams, a new bike path and complete restoration of the area with wetland plugs and native seeding.

Fulton Street Parking Deck, Elgin, Illinois – Project Manager for this \$608,000 project doing the site work for a new 4 story parking deck in downtown Elgin, IL for Shales McNutt Construction. Scope of work included demolition of existing building and parking lots. Mass grading, footing excavation and backfill for the parking garage facility, grading for adjacent ramps, parking lot and Fulton Street reconstruction.

Golf Vista Estates Wetland Mitigation Site Work, Monee, Illinois – Project Manager for this \$347,000 project for MHC Homes. The scope of work included installation of storm sewer, a detention basin and mass grading of the northern portion of the Golf Vista Estates undeveloped property in Monee, IL.

McDowell Grove Trail, DuPage County, Illinois – Project Manager for this \$320,000 project for the DuPage County Forest Preserve. The scope of work included 1.5 miles of new limestone gravel trail construction, remove and replace concrete revetment mat, installation of 14 culvert crossings in the trail and restoration of 9.2 acres with native seed and planning of trees.

Country Lakes Park PH2, Naperville, Illinois – Project Manager for this \$1.3 million park project for the Naperville Park District. The scope of work included construction of a large community playground, concrete plaza with shelter, an athletic field, basketball courts, parking lot with entry drive, asphalt trail, two wooden overlooks, landscaping, sports field lighting and parking lot lighting.

Commissioners Park, Naperville, Illinois – Project Manager for this \$4.6 million project developing an 80-acre park site for Naperville Park District. Scope of work included construction of eleven playing fields, an in-line skate rink, detention basins, underground utilities, an asphalt path, two parking lots, a plaza area with a prefabricated restroom facility, an irrigation system, electrical improvements for parking lot lighting and field lighting, site furnishings and complete landscape restoration.

Springbrook Prairie Trail, Naperville, Illinois – Project Manager for this \$1.9 million project constructing 8.4 miles of trail for the DuPage County Forest Preserve. Scope of work also included installation of three bridges and three boardwalks, construction of a 42-car asphalt parking lot, detention pond and the mass planting of trees and shrubs.

West Branch Regional Trail, DuPage County, Illinois – Project Manager for this \$860,000 project constructing 2.8 miles of multi-purpose trail through Warrenville Woods, West Branch and Hawk Hollow Forest Preserves. This project was divided between three different site locations. Scope of work also included setting a pre-fabricated bridge in Warrenville Woods and the construction of a new parking lot and entrance in the West Branch preserve.

Country Lakes Park – Phase 1, Naperville, Illinois – Project Manager for the first phase of this \$320,000 park development. Work included mass grading, underground storm utilities, construction of a sled hill, a soccer field four detention basins and preparation for two future parking lots and entrance roads.



DIANNA JOHNSON
SENIOR PROJECT MANAGER

Community Fellowship Church, Carol Stream, Illinois – Project Manager for this \$265,000 site development for the new facilities. Project involved mass grading, underground storm utilities, building excavation, enlargement of an existing pond, construction of the building pad and parking lot areas, and the fill-in of three lagoons that were no longer needed.



ANDY GRAF

FIELD OPERATIONS DIRECTOR

YEARS OF EXPERIENCE:

With V3: 5

Other: 8

AREAS OF SPECIALIZED SKILL:

OSHA 10 Hour

CPR Certified

Trained and tested in
Excavations, Confined

Space and Traffic
Protection

Competent Person Safety
Training

Mr. Graf has 18 years experience in the construction industry involving both on-site management and overall field operations. His project experience includes roadway construction, trail construction, mass grading, creek restoration, wetland mitigation, and shoreline stabilization. As Field Operations Director he is responsible for the coordination of all field personnel, equipment management, and quality assurance. He also assists in the preparation and submittal of over \$70 million in estimated construction bids annually.

PROJECT EXPERIENCE

Fort Sheridan Forest Preserve, Lake County, Illinois – Field Operations Director 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.

This also included 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.

McDowell Grove Dam Modifications, DuPage County, Illinois – Field Operations Director 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.

Community Park West Phase 2, Glenview, Illinois – Field Operations Director for the construction of this new \$4.4 million sports and park complex for the Glenview Park District. The project included four fully furnished baseball fields with centralized decorative concrete plaza with shelter; children's play structures and a dog park with agility equipment. Scope of work included earthwork, detention basins, underground utilities, new roadway and parking lots, site lighting including sports field lighting and irrigation. The baseball fields were graded to very tight tolerances utilizing GPS controlled equipment.

Nouveau Kiskeya, Haiti – Field consultant on 11,500 acre real estate project in underdeveloped area of northwest Haiti. Scope of work included training and



ANDY GRAF

FIELD OPERATIONS DIRECTOR

supervising local Haitian workers in construction of a 3.5 mile paved road.

West Fork/Lot 16 Bank Stabilization, Glenview, Illinois – Superintendent for earthwork phase of shoreline stabilization on the North Branch of Chicago River including pool and riffle habitat. Scope included soil lifts, rock vane, coir logs, and boulder rock riffles.

Sunset Park Parking Lot- Lake in the Hills, Illinois – Superintendent for \$868,000.00 park improvement for Village of Lake in the Hills. Project scope included underground utilities, mass grading, paved trail, parking lot, and lime stabilization.

Orland Park Crossing (Off-Site), Orland Park, Illinois – Superintendent for road improvements along 143rd Street and LaGrange Road to support a retail development. Scope included road demolition, excavation, aggregate placement, and storm sewer.

Manhattan Creek Restoration, Manhattan, Illinois – Superintendent 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 was installing rock check dams, a new bike path and complete restoration of the area with wetland plugs and native seeding.

Lake Scott, Lake in the Hills, Illinois – Superintendent for \$322,000 lake restoration for the Village of Lake in the Hills, IL. Scope included dredging, temporary channel diversion, tree removal, and landscaping.

Indian Trail Road, Aurora, Illinois – Superintendent for a \$1.2 million residential roadway extension including self-performed roadway grading, aggregate placement, storm sewer, detention basins, and box culvert excavation.

Country Lakes Park – Phase 2, Naperville, Illinois – Superintendent for this \$1.3 million park project for the Naperville Park District. Scope of work included construction of a large community playground, concrete plaza with shelter, an athletic field, basketball courts, parking lot with entry drive, asphalt trail, two wooden overlooks, landscaping, sports field lighting, and parking lot lighting.

Pape Island Shoreline Stabilization Project, Pistakee Lake, Fox Lakes, Illinois – Superintendent for shoreline stabilization along the perimeter of a 17-acre island in Pistakee Lake. Shoreline stabilization methods included joint plantings; log, rootball & boulder revetments; lunker structures; armorlock blocks; and vegetated gabions.

Commissioners Park, Naperville, Illinois – Superintendent for \$4.6 million project developing an 80-acre park site for Naperville Park District. Scope of work included construction of eleven playing fields, in-line skate rink, detention basins, underground utilities, asphalt path, two parking lots, plaza area with a prefabricated restroom facility, irrigation system, electrical improvements for parking lot lighting and field lighting, site furnishings and complete landscape restoration.



ANDY GRAF

FIELD OPERATIONS DIRECTOR

Springbrook Prairie Trail, Naperville, Illinois – Superintendent for \$1.8 million project constructing 8.4 miles of trail for the DuPage County Forest Preserve. Scope of work included installation of three bridges and three boardwalks, construction of a 42-car asphalt parking lot, detention pond and mass planting of trees and shrubs.

Country Lakes Park – Phase 1, Naperville, Illinois – Superintendent for the first phase of \$320,000 park development. Work included mass grading, underground storm utilities, construction of a sled hill, a soccer field, four detention basins and preparation for two future parking lots and entrance roads.

Frontier Sports Complex, Naperville, Illinois – Superintendent for 23-acre existing development. Work included mass grading and fine grading for four new baseball fields, central plaza area and sidewalks, along with asphalt path to tie into the existing path totaling \$154,000.

Liberty Trails, McHenry, Illinois – Superintendent for this \$140,000 residential development of 27-lots involving mass grading, two detention basins and 15,155 square yards of roadway.

127th Road Improvements, Plainfield, Illinois – Superintendent for the rebuilding of 127th Street from Route 59 to Van Dyke Road. The work consisted of widening the existing road, removal of portions of the existing road, reworking the right-of-way and constructing a detention pond.

Harnish Drive Soccer Fields, Algonquin, Illinois – Superintendent for this \$150,000 project consisting of mass grading for two soccer fields, three detention basins and a new sled hill.

Creekside Subdivision, Algonquin, Illinois – Superintendent for this 15-lot subdivision of single-family homes for Pulte Homes, Inc. Scope of work included mass grading building pads, mass and fine grading roadways, excavating, re-spreading, and fine grading of the detention ponds.

Spring Acres Hills Subdivision, Carpentersville, Illinois – Superintendent for this 85-lot housing development for Neumann Homes, Ltd. Project involved mass grading building pads, mass and fine grading the roadways, excavating, re-spreading, and fine grading of detention ponds.

Carrington Reserve Subdivision, West Dundee, Illinois – Superintendent for a 95-lot single-family housing development for Pulte Homes, Inc. Construction consisted of mass grading building pads, mass and fine grading roadways, excavating, re-spreading, fine grading, and installation of clay liner in the retention ponds.



KEITH JONES

PROJECT MANAGER/SENIOR ECOLOGIST

YEARS OF EXPERIENCE:

With V3: 13

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)

Mr. Jones is a Project Manager and Senior Ecologist in V3's Ecological Restoration Group and has 13 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

Shoreline & Creek Restoration

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



KEITH JONES
PROJECT MANAGER/SENIOR ECOLOGIST

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.



KEITH JONES

PROJECT MANAGER/SENIOR ECOLOGIST

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 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.

Ecological Restoration Plans & Wetland Mitigation Design/Management

Develops ecological restoration plans including identification of project goals, an assessment of existing communities, schedule of management activities and commitment to performance standards. Uses hydrologic and soils data when developing plant community targets and management methods to create wetland restoration plans with a high probability of success. Representative projects include:

Elmhurst-Chicago Stone at Barber's Corners, Bolingbrook, Will County, Illinois – Designed the wetland mitigation area, conducted construction oversight, managed all revegetation efforts (i.e., installation of native prairie seed and 85,000 wetland plant plugs) and currently handles management and monitoring tasks required during the Corps required 5-year management and monitoring period. This approximately 36-acre site consists of emergent wetland, sedge meadow, prairie and a naturalized stormwater detention facility.

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.

Calumet Area Ecological Management Study, Chicago, Illinois – Member of the V3 team assigned to evaluate ten sites in a defined 3,600-acre study area, assessing the hydrology, vegetation, soils and existing land uses for the Chicago Department of Environment. The potential for ecological restoration was addressed at each site, with the goals of improving water quality, sediment migration, increasing floristic diversity, improving the existing critical wildlife habitat and providing recreational and educational opportunities for the public.



KEITH JONES

PROJECT MANAGER/SENIOR ECOLOGIST

Naturalized Detention Basins

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.



KEITH JONES

PROJECT MANAGER/SENIOR ECOLOGIST

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.

BMP Design, Implementation, and Management

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.

Prescribed Burns

Chicago Park Districts, Chicago, Illinois – V3 was contracted to conduct controlled burns of natural areas within the Chicago Park District system. V3 has safely conducted prescribed burns in Chicago's urban prairie, woodland, and wetland communities. V3 has conducted controlled burns in eighteen parks, including Douglas Park, Gompers Park, Humboldt Park, Jackson Park, Jarvis Bird Sanctuary, Lincoln Park, Marquette Park, McKinley Park, South Shore Nature Sanctuary, West Pullman Park, and Winnemac Park.

To conduct the burns safely, V3 obtained open burn permits, prepared detailed Fire Prescription and Logistics Plans for each burn, distributed burn notifications to residences, commercial properties, or industry located near all of the burn units, and coordinated the burns with the Chicago Fire Department and local schools and hospitals. Due to the urban nature of the sites, V3 carefully selected optimum wind and weather conditions to minimize smoke impacts on surrounding roads, residences, and buildings. In addition to the public safety concerns, V3 skillfully executed the burns to prevent impacts to decorative fencing and signage surrounding many of the parks' natural areas.

Reference Information - 2009-2011 Projects	PR#	CONTRACT	OWNER	ADDRESS	CITY	CONTACT	PHONE	FAX
Orland Park Basin Restoration	ER11019	\$ 51,350.00	Village of Orland Park	14700 Ravinia Avenue	Orland Park, IL 60462	Mr. Ed Wilmes	708-403-6350	708-403-6124
DuPage County on-call Restoration	ER11014	\$ 75,000.00	DuPage County Illinois	421 North County Farm Road	Wheaton, IL 60187	Mr. Greg Phillips	630-407-6679	630-682-7224
Navistar Restoration	ER11002	\$ 23,150.00	Navistar	2600 Warrenville Road	Lisle, IL 60532	Mr. William Jerpe	630-753-3014	630-753-6888
Braidwood Dunes Central Restoration	ER11001	\$ 153,817.00	Forest Preserve District of Will County	17540 W. Laraway Road	Joliet, IL 60443	Mr. Floyd Catchpole	815-727-8700	815-722-3608
Centerpoint Intermodal Restoration	ER09164	\$ 900,000.00	Centerpoint Properties	1808 Swift Drive	Oak Brook, IL 60523	Mr. Brian Sheehan	630-586-8000	630-586-8010
Messenger Woods	ER08063	\$ 1,592,932.00	Cor-lands	25 E. Washington Street, Ste 1650	Chicago, IL 60602	Mr. Joe Roth	312-363-6275	312-427-6251
Blackberry Creek Headwaters	ER03119	\$ 1,581,362.00	V3 Realty Company	7325 Jones Avenue	Woodridge, IL 60517	Mr. David Lambert	630-724-1200	630-724-1211
Chicago Park District Native Restoration	ER02038	\$ 524,204.00	Chicago Park District	541 North Fairbanks	Chicago, IL 60611	Ms. Zhanna Yermakov	312-742-4122	312-742-5349
Chicago Premium Outlets Wetland Restoration	ER00191	\$ 357,490.00	Chicago Premium Outlets-Simon Property	1650 Premium Outlets Blvd	Aurora, IL 60504	Mr. Mike Jones	630-236-2068	630-236-0036
Union Drainage Streambank Stabilization	CG11027	\$ 285,995.00	Union Drainage District #1	601 Deerfield Road	Deerfield, IL 60015	Mr. Ted Anderson	847-295-3322	847-295-0734
Hofmann Dam Removal	CG11026	\$ 102,510.00	US Army Corp of Engineers	111 N. Canal Street	Chicago, IL 60606	Ms. Regina Blair	312-846-5371	
Alliant Courtyard	CG11025	\$ 50,800.00	Alliant Credit Union	11545 W. Touhy Avenue	Chicago, IL 60666	Mr. Brian Kosko	773-462-2213	
CDH Fox Valley Medical Center	CG11024	\$ 385,400.00	Cantigny	27W270 Mack Road	Wheaton, IL 60189	Mr. Scott Witte	630-260-8179	630-614-4899
Harold Hall Quarry Beach	CG11023	\$ 1,931,000.00	Central DuPage Hospital	1800 N. Main Street	Wheaton, IL 60187	Mr. Charles Rusick	630-614-4902	630-614-4899
Prairie Lakes Trail	CG11022	\$ 421,800.00	Batavia Park District	327 W. Wilson St	Batavia, IL 60510	Mr. Jim Eby	630-879-5235	630-879-9537
Regents Pointe	CG11020	\$ 42,028.00	JCF Real Estate	1930 Thoreau Drive, Suite 175	Schaumburg, IL 60173	Mr. Jason Hinkle	847-348-7800	847-348-7801
Industry & Tech Parking Lot	CG11019	\$ 86,014.00	Great Lakes Bank	4600 W. Lincoln Highway	Matteson, IL 60406	Mr. Thomas Agler	708-283-5800	708-799-1299
Monarch-Sedgebrook Site Improvements	CG11017	\$ 276,000.00	Borg Warner, Inc.	200 S. Michigan Avenue	Chicago, IL 60604	Mr. Peter Holmes	312-322-8500	312-322-8621
COD Capital Site Improvements	CG11007	\$ 276,000.00	Senior Care Development	500 Mamaronek Ave	Harrison, NY 10528	Mr. Don Priest	203-389-1310	
Millard Ravine Restoration	CG11002	\$ 63,077.00	Park District of Highland Park	475 Fawell Boulevard	Glen Ellyn, IL	Ms. Angela Knobler	630-942-4087	630-942-2136
Barrh Pond Shoreline Stabilization	CG10029	\$ 822,000.00	Downers Grove Park District	636 Ridge Road	Highland Park, IL 60035	Ms. Rebecca Grill	847-579-4087	847-433-2607
Prairie Lakes Infrastructure	CG10024	\$ 851,500.00	JCF Real Estate	2455 Warrenville Road	Downers Grove, IL 60515	Mr. Todd Reese	630-963-1304	630-963-1543
Saganashkee Slough Embankment Repairs	CG10023	\$ 200,430.00	Forest Preserve District of Cook County	1930 Thoreau Drive, Suite 175	Schaumburg, IL 60173	Mr. Jason Hinkle	847-348-7800	847-348-7801
EMH Off-Site Infrastructure	CG10020	\$ 2,982,737.00	Elmhurst Memorial Hospital	536 N. Harlem Avenue	River Forest, IL 60305	Mr. David Kircher	708-771-1172	708-771-1512
Kickapoo Creek Stabilization	CG10014	\$ 188,650.00	Lake County Forest Preserve	32492 North Almond Road	Grayslake, IL 60030	Mr. Randy Seebach	847-968-3262	847-680-6304
DuPage River Trail	CG10012	\$ 497,430.00	Plainfield Park District	One Natural Resource Way	Springfield, IL 62702	Beth Whetsell	217-785-5500	217-524-4177
Veterans Island Stabilization	CG10008	\$ 688,110.00	Fox Valley Park District	712 South River Street	Aurora, IL 60506	Mr. Michael Erickson	630-897-0516	630-897-2080
Elmhurst Levee Repairs	CG10007	\$ 623,437.00	City of Elmhurst	209 North York Street	Elmhurst, IL 60126	Stan Glab	630-530-3018	630-530-6403
Goose Lake Dredging	CG10004	\$ 78,000.00	Village of Lake in the Hills	9010 Halligus Road	Lake in the Hills, IL 60156	Fred Mullard	847-960-7505	847-960-7501
I&M Canal Trail Restoration	CG10002	\$ 135,300.00	Illinois Department of Natural Resources	One Natural Resource Way	Springfield, IL 62702	Kim Gibson	217-785-5500	217-524-4177
Foss Park Drainage Improvements	CG09022	\$ 675,394.00	East Skokie Drainage District	920 W. North Shore Drive	Lake Bluff, IL	Mr. Ted Anderson	847-295-3322	847-295-0734
Mallard Lake Improvements	9006 & ER01	\$ 2,232,853.00	Forest Preserve Dist. of DuPage County	P.O. Box 5000	Wheaton, IL 60189	Ross Hill	630-933-7244	630-933-7204
Reach 1 Glenview	CG08029	\$ 89,956.00	City of West Chicago	475 Main Street	West Chicago, IL 60185	Robert E. Flatter	630-293-2200	630-293-3028
Kresswood Native Basin	CG08026	\$ 355,000.00	City of West Chicago	475 Main Street	West Chicago, IL 60185	Robert E. Flatter	630-293-2200	630-293-3028
Spring Creek Tree Mitigation	CG08021	\$ 2,471,376.00	Forest Preserve District of Will County	17540 W. Laraway Road	Joliet, IL 60433	Ms. Juli Mason	815-722-5373	815-722-3608
Hadley Valley Wetland Restoration	CG06017	\$ 6,044,036.00	Forest Preserve District of Will County	17540 W. Laraway Road	Joliet, IL 60433	Ms. Juli Mason	815-722-5373	815-722-3608



V3 CONSTRUCTION GROUP BC 57 - CURRENT BACKLOG REPORT

Job: ALL
 Job Status: A
 Division: 200

Superintendent: ALL
 Estimator: ALL
 Project Manager: ALL

Project No.	Project Name	Project Manager	Project Total to Date		
			Total Contract Amount	Gross Revenue	Amount Remaining
CG10019	Millennium Trail Const.	Dianna L Johnson	1,327,000.00	918,587.29	408,412.71
CG10029	Barth Pond Shoreline Imp.	Dianna L Johnson	820,855.44	824,660.44	-3,805.00
CG11023	CDH-Fox Valley Med.Campus	Michael P Famiglietti	1,982,993.75	1,310,477.92	672,515.83
CG11026	Hofmann Dam-Phase Two	Dianna L Johnson	102,514.00	0.00	102,514.00
CG11027	Union Drainag W Fork Stab	Keith C Butkus	250,165.00	227,705.66	22,459.34
CG11028	COD - 2012 CM Services	Keith C Butkus	597,388.00	218,001.35	379,386.65
CG11029	CDH-Fox Valley Med.Campus	Michael P Famiglietti	86,205.00	37,000.00	49,205.00
CG12005	Fox Ridge Park	Dianna L Johnson	160,082.00	96,049.20	64,032.80
CG12007	NippersinkTrail Extension	Dianna L Johnson	459,800.00	0.00	459,800.00
CG12008	Casey Trail Connection	Dianna L Johnson	616,345.00	0.00	616,345.00
CG12009	IDOT #125-Millennium Trail	Keith C Butkus	637,131.90	0.00	637,131.90
Report Totals:			7,040,480.09	3,632,481.86	3,407,998.23

**VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS**

ADDENDUM NO. 1

FOR

DRAINAGE IMPROVEMENTS AT FIRE STATION #3

SW-063

July 23, 2012

**VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS**

**ADDENDUM PAGE TOTAL INCLUDING ATTACHMENTS: 4
Attached are: revised pages (37 & 38) of the Call for Bids**

ITEM AND DESCRIPTION:

1. The Acknowledgement of Receipt of Addendum for this addendum **MUST** be included in the bid package. Bid packages not including signed Acknowledgement Sheets may be **REJECTED**.
2. Pages 37 and 38 of the Call for Bids shall be replaced with the attached pages. Due to the size of the areas requiring seeding, drill seeding will not be required. Hand-broadcast seeding will be allowed.

**End of Addendum No. 1
July 23, 2012**

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: DRAINAGE IMPROVEMENTS AT FIRE STATION #3

PROPOSAL/BID NUMBER: SW-063

PROPOSAL/BID OPENING: July 25, 2012

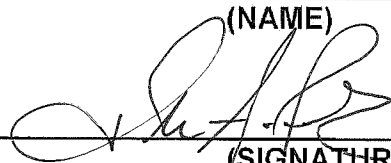
ADDENDUM NO.: 1

PROPOSER/BIDDER: V3 CONSTRUCTION GROUP, LTD.

ADDRESS: 7325 JANES AVENUE, WOODRIDGE, IL 60517

RECEIVED BY: THOMAS FOSTER

(NAME)



(SIGNATURE)

DATE: 07-24-2012

Method of Measurement: This work will not be measured for payment. Payment will be based on Contract Quantities. By submission of a bid, Contractor agrees on Contract Quantity.

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

**AMENDED SOIL FURNISH AND PLACE, 12”
OR
AMENDED SOIL FURNISH AND PLACE, 24”**

which shall include all labor, materials and equipment necessary to do the work.

SP-22 SEED INSTALLATION, (TYPE)

Description: This work shall be performed in accordance with Section 250 of the SSRBC, except as amended herein.

All areas to be seeded and planted with existing herbaceous plant material shall be treated with an appropriate herbicide to kill the existing herbaceous plant community. This work shall take place prior to any earthwork, removal of existing sediment and control measures, permanent seeding, and planting. One hundred percent (100%) kill is required.

The Contractor shall remove stones, roots, and sticks prior to seedbed preparation activities.

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

The Contractor shall furnish, transport, and install the Short Grass Prairie Seed Mix in the areas shown on the Planting Plan.

Prairie seeding activities shall be performed after the seedbed has been properly prepared. Spring seeding shall occur between April 1 and June 15. Fall dormant seeding shall be conducted between November 1 and the first frost.

The Contractor shall notify the Engineer 24 hours prior to seeding.

All seed to be installed shall be hand-broadcast. This includes all native grasses, forbs, and cover crop as shown on the planting plan.

All seed sources shall be within a 200-mile radius of the project location with species and subspecies native to DuPage County, Illinois.

Village of Downers Grove

Seeds shall be true to name and variety and have the proper stratification and/ or scarification to break dormancy for the appropriate planting season.

The Contractor shall examine the grade, verify the elevations and water levels, observe the conditions under which work is to be performed, and notify the Engineer of unsatisfactory conditions. Proceeding with the work constitutes acceptance of existing conditions, including current water levels and soil condition.

The Contractor shall furnish seeds of specified local origin, hardy under the climatic conditions at the project site, free from insects and diseases, and having the appearance of health, vigor, and habit normal for the species. Comply with applicable state and federal laws regarding inspections. All regulations applicable to the seed mix and landscape materials shall be followed. The designed seed mix quantities are of Pure Live Seed (PLS) and shall be supplied as PLS quantities.

Seed shall not be sown during high winds or when the seedbed is not in the proper condition for seeding. Prior to starting work, calibrate all seeding equipment and adjust to sow seed at the proper seeding rate. Operate equipment to ensure complete coverage of the entire area to be seeded.

Prior to installation, the Engineer shall review any species substitutions and reserves the authority to deny use of any species if deemed inappropriate for the site.

All seed materials shall be subject to inspection by the Engineer prior to installation.

The Contractor shall provide the Engineer copies of all seed labels.

Seeding shall only occur in areas that will receive blanket installation within 48 hours of seeding provided rain is not imminent. If rain is imminent, blanket installation shall occur on the same day as seeding.

Method of Measurement: This work will not be measured for payment. Payment will be based on Contract Quantities. By submission of a bid, Contractor agrees on Contract Quantity.

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

SEED INSTALLATION, SHORT GRASS PRAIRIE

which shall include all labor, materials and equipment necessary to do the work.

SP-23 EROSION CONTROL BLANKET (TYPE)

Description: This work shall be performed in accordance with Section 282 of the SSRBC, except as amended herein.

North American Green S75BN and SC150BN, or approved equivalents, shall be installed throughout the project area following seeding and prior to planting. The SC150BN shall be installed in the bioswale zone and the S75BN shall be installed on all other areas to be restored. The blankets shall be properly installed with staples following the manufacturer's specifications.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE V3 Construction Group, Ltd
7325 Janes Avenue, Suite 100, Woodridge, IL 60517

as Principal, hereinafter called the Principal, and Washington International Insurance Company
475 North Martingale Road, Suite 850, Schaumburg, IL 60173

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Downers Grove
801 Burlington, Downers Grove, IL 60515

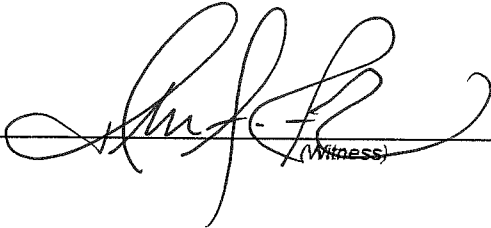
as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Drainage Improvements at Fire Station #3

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

Signed and sealed this 25th day of July, 2012


(Witness)

V3 Construction Group, Ltd

(Principal)

(Seal)

By: 

PRESIDENT
(Title)

Washington International Insurance Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Christine Eitel

(Title)




Ila Delman (Witness)

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: Christine Eitel

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: V3 Construction Group, Ltd

Bond Number: Bid Bond

Obligee: Village of Downers Grove

Bond Amount: See Bond Form

Bond Description: Drainage Improvements at Fire Station #3

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) 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 9th of May, 2012:

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, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



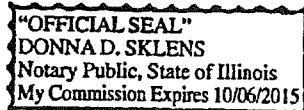
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

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 25th day of May 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of May 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, 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] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, 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 25th day of July, 2012.

[Signature]

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

V. BID and CONTRACT FORM (Village)

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

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

BIDDER:

V3 CONSTRUCTION GROUP, LTD.

Company Name

07-25-2012

Date

7325 JANES AVENUE

Street Address of Company

tfoster@v3co.com

E-mail Address

WOODRIDGE, ILLNOIS 60517

City, State, Zip

THOMAS FOSTER

Contact Name (Print)

(630) 724-9200

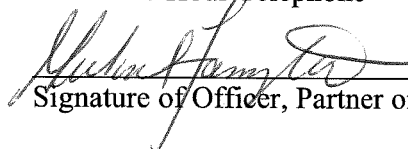
Business Phone

(630)724-9200

24-Hour Telephone

(630) 724-9202

Business Fax

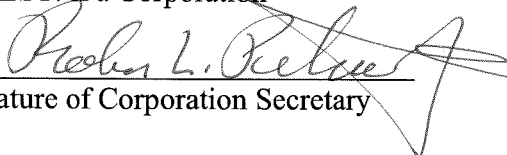


Signature of Officer, Partner or Sole Proprietor

MICHAEL FAMIGLIETTI, P.E. PRESIDENT

Print Name & Title

ATTEST: if a Corporation



Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 45 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

V. BID and CONTRACT FORM (Contractor)

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

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

BIDDER:

V3 CONSTRUCTION GROUP, LTD.

Company Name

07-25-2012

Date

7325 JANES AVENUE

Street Address of Company

tfoster@v3co.com

E-mail Address

WOODRIDGE, ILLNOIS 60517

City, State, Zip

THOMAS FOSTER

Contact Name (Print)

(630) 724-9200

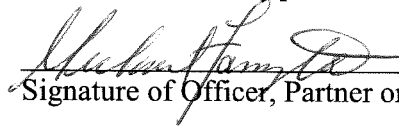
Business Phone

(630)724-9200

24-Hour Telephone

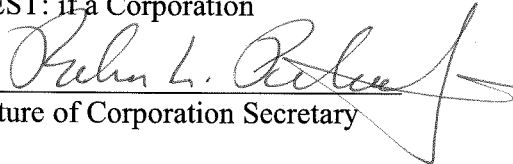
(630)724-9202

Business Fax



Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation



Signature of Corporation Secretary

MICHAEL FAMIGLIETTI, P.E. PRESIDENT

Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 45 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

CAMPAIGN DISCLOSURE CERTIFICATE

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

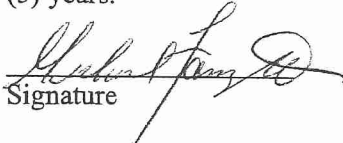
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

MICHAEL FAMIGLIETTI, P.E.
Print Name

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

Print the following information:

Name of Contributor: N / A
(company or individual)

To whom contribution was made: N / A

Year contribution made: N / A Amount: \$ *****

XXXXXXXXXXXXXXXXXXXX
Signature

MICHAEL FAMIGLIETTI, P.E.
Print Name



Village of Downers Grove Contractor Evaluation

Contractor: V3

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

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

Time Period: June 2008 – September 2010

On Schedule (allowing for uncontrollable circumstances) yes no

Provide details if early or late completion: _____

Change Orders (attach information if needed): None

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

Interaction with public:

excellent good average poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

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

Reviewers: Jim Tock

Date: 09/10/10

2012-2016 Capital Project Sheet

Project # **SW-063**

Project Description Drainage Improvements at Fire Station #3

Project summary, justification and alignment to Strategic Plan

This project includes removal of some pavement and the creation of a storm water management facility, potentially including a rain garden, to reduce the intensity of flow off of the property toward the north. This project was numbered DR-036 until 2010.

Cost Summary	New Maintenance Replacement			FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
Professional Services										-
Land Acquisition										-
Infrastructure	X			128,380						128,380
Building										-
Machinery/Equipment										-
Other/Miscellaneous					2,000	2,000	2,000			6,000
TOTAL COST				128,380	2,000	2,000	2,000	-	-	134,380

Funding Source(s)											
243-Stormwater Fund	▼		25,000	2,000	2,000	2,000					31,000
Grants/Other Sources, Approved	▼		20,880								20,880
Grants/Other Sources, Anticipated	▼		82,500								82,500
	▼										-
TOTAL FUNDING SOURCES			128,380	2,000	2,000	2,000		-	-		134,380

Project status and completed work

Design started in 2010. Construction anticipated in 2012, but is grant dependent.

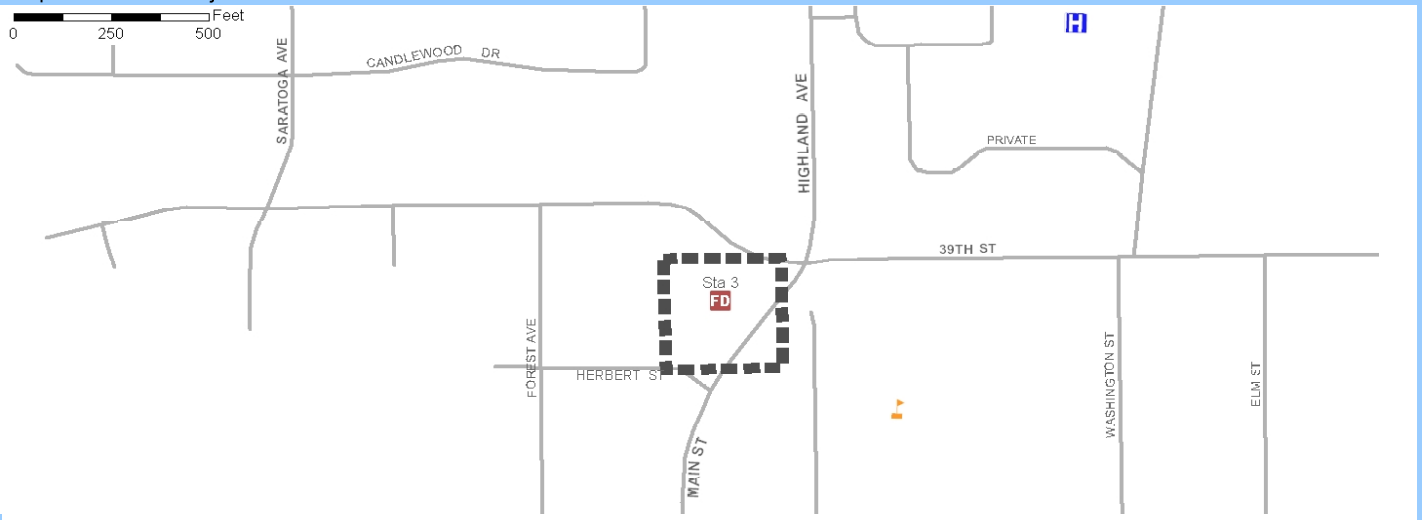
Grants (funded or applied for) related to the project.

A grant from DuPage County has been approved in an amount not to exceed \$22,680. A portion of this money was spent in 2011 for design. A grant has been applied for from IEMA in an amount not to exceed \$82,500. Other grant opportunities may also be explored.

Impact-annual operating expenses	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
Projected Operating Expense Impact:					1,000		1,000

Annual maintenance expenses will be increased by the addition of this project due to yearly maintenance of plantings, removal of sediment, etc. Estimated annual expenses are \$1000/yr starting in FY2016.

Map/Pictures of Project



Priority Score B

Project Manager:

Jeff Loster

Program: 347

Department:

Public Works