

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
DECEMBER 4, 2012 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Valley View Pond Improvements – DR-035	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a design-build contract for the naturalization of Valley View Pond to ENCAP, Inc. of Sycamore, Illinois in the amount of \$548,740.50. This recommended contract amount includes a 5% contingency over and above the original proposed amount of \$522,610.00.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY 2012 budget includes \$450,000 in the Stormwater Fund for this project. The recommended bid amount is \$98,740.50 over budget. Sufficient budget authority exists in the Stormwater Fund for this project.

UPDATE & RECOMMENDATION

The Village Council discussed this item during its June 19, 2012 and July 17, 2012 and November 20, 2012 meetings. Staff recommends approval on the December 4, 2012 Active Agenda.

At the July meeting, the Council directed staff to work with area residents to determine if any of the alternatives to the proposed naturalization of the pond were viable and worth pursuing. Staff has communicated with residents during the past several months, including a neighborhood meeting held on September 6 to informally discuss the project and the alternatives. A question and answer summary from that meeting is attached to this report. After evaluating all available options, staff recommends naturalizing the pond as originally proposed.

Based on discussions with the contractor, ENCAP, Inc., the costs for certain work specified in the contract has increased, resulting in a total contract amount of \$542,610, which is \$20,000 higher than the total contract amount based on the original proposal. Therefore, with the 5% contingency the total amount will be \$569,740.50.

A summary of all options considered and reasons that they were determined not to be viable (with the exception of number 1 - Naturalize the Pond) is provided on the following page:

UPDATE & RECOMMENDATION (CONTINUED)		
1.	Naturalize the Pond	Viable – Recommended option
2.	Dredge the Pond and Implement as Special Service Area	Neither during nor subsequent to the September 6 neighborhood meeting have the residents expressed interest in this option.
3.	Convey the pond to the residents by creating a Homeowners Association	Neither during nor subsequent to the September 6 neighborhood meeting have the residents expressed interest in this option.
4.	Redesign the project to incorporate substantial dry-bottom detention (Proposed by residents)	Due to the engineering and regulatory constraints, this option was determined not to be feasible (further explained in attachment Q&A – first question).
5.	Escrow budgeted funds until a future year when pond conditions deteriorate and substantial improvements are required (Proposed by residents)	Due to the uncertainty regarding increasing construction costs and amount of maintenance work required in the interim, this option was determined not to be financially viable. (further explained in attachment Q&A – second question).

BACKGROUND

The subject of this project is an existing pond located between Robey Avenue and Valley View Drive, just west of Main Street. The approximately 2.5 acre, man-made pond was excavated as part of a subdivision development and was intended to provide detention for the surrounding area. The pond is located on Prentiss Creek and is fed by multiple storm sewers, the largest of which is 60” in diameter.

The Village took ownership of the pond in 1988 from a non-performing developer. Over the years the pond has accumulated a large amount of sediment from more than 400 acres of tributary area. The sediment, a significant waterfowl presence and a lack of substantial vegetation have negatively affected water quality and led to algae blooms, foul odor, and other negative conditions. In response to resident complaints, the Village installed and operated aerators, which have provided temporary relief to the situation. An amount of \$450,000 was included in the Community Investment Plan for what was anticipated to be a dredging project.

As part of the Village’s due diligence for this project, the accumulated sediment was tested in July of 2011 and again in January of 2012. The test results concluded that this material does not meet EPA standards for re-use on other sites and would have to be brought to a landfill at an estimated cost of \$900,000. Because of the high cost of dredging staff researched alternate options and in November of 2011, a concept plan was developed by a consultant that naturalizes the pond in lieu of dredging. The concept-level report describes a process of stabilizing the sediment and incorporating additional fill and native vegetation to enhance the functionality of the pond in an aesthetically pleasing, ecologically sustainable manner.

The Village held a neighborhood meeting on 5/16/12 to discuss the options available for improving the water quality at Valley View Pond. It was explained that the cost of dredging was significantly higher than naturalizing the area, and that dredging was not a permanent solution. A majority of residents expressed a preference for a solution that included a significant amount of open water. Staff suggested that through naturalizing the pond, amenities could be added such as fishing holes, stone outcroppings,

pathways, and other passive recreation improvements; however, few attendees felt this would meet their expectations for open water.

Earlier this year, the Village posted a request for qualifications for design-build projects. Staff pre-qualified five firms from ten submitters. A Request for Proposal was issued for the project described by the November, 2011 concept report, to the pre-qualified firms, with two firms submitting proposals. The proposers and their associated costs are as follows:

Proposer	Cost Proposal
ENCAP, Inc.	\$522,610.00
V3 Construction Group, Ltd.	\$612,984.21

Although the cost is more than originally anticipated, it is much less than the cost of dredging, and provides a longer term and more sustainable approach when compared to dredging which will drastically reduce future maintenance costs. Dredging would need to be repeated on a 20 to 30 years cycle in order to maintain the open water pond. Naturalization of the pond is the most sustainable option, both financially and environmentally.

ENCAP has recently installed the landscape plantings at 2nd and Cumnor, and constructed the Washington Street Bio-Retention Facility, and has performed satisfactorily. As these projects are not entirely completed, report cards are not yet available. Staff recommends award of this contract for design build services to ENCAP, Inc. based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee.

ATTACHMENTS:

- Responses to Resident and Council Questions
- Contract Form
- Campaign Disclosure Form
- Capital Project Sheet DR-035

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works **DATE:** December 4, 2012
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** DR-035
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a design-build contract with ENCAP, Inc. in the amount of \$542,610.00 plus 5% contingency in the amount of \$27,130.50 for a total not-to-exceed \$569,740.50 for the naturalization of Valley View Pond.

SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a design-build contract with ENCAP, Inc. in the amount of \$542,610.00 plus 5% contingency in the amount of \$27,130.50 for a total not-to-exceed \$569,740.50 for the naturalization of Valley View Pond.

RECORD OF ACTION TAKEN:

9/6/12 Neighborhood Meeting – Valley View Pond

Questions raised during the meeting and Responses by Village Staff provided below

- Can the pond be filled in and replaced with turf-grass while leaving a channel to the north to convey stormwater through the area?
 - In order to have a properly draining turf-bottom area, adequate slope would need to be created to drain runoff across the turf area back into the channel. This would require either significant filling of the floodplain, or lowering the pond outlet several feet. Based on the existing elevations, and regulations against placing fill within the floodplain, staff has determined that this option is not feasible.
- The condition of the pond was more than adequate this year, without Village staff having performed any chemical treatment or sediment removal. Can the Village hold the money currently allocated for the proposed improvement and continually add to it until a project is needed in the future?
 - After evaluating this option, Village staff has concerns about deferring the project and escrowing the funds until such time as they are needed. Doing so will likely result in increased construction costs, greater uncertainty regarding the permitting required to complete the project, and wasted resources if the Village has to perform immediate maintenance work in response to poor conditions and then resumes the planning and construction of the deferred project. For these reasons, staff has determined that this is option is not the most desirable.
- Please verify that there are sediment baskets present in the inlets throughout the Valley View Estates Reconstruction Project.
 - Village staff has verified that inlet filters have been installed in appropriate area inlets and that they are cleaned out as necessary to allow stormwater to readily enter the inlets and prevent them from becoming clogged. Any remaining sediment will ultimately be removed when the inlet filter is permanently removed from the inlet upon completion of construction.
- Has there been any chemical treatment performed on Robey Pond this year?
 - No chemical treatment has been performed on Robey Pond this year.
- There seems to be more water in the inlet pool this year – has anything been modified at the inlet or outlet that would have increased water levels?
 - No modifications of the inlet or outlet pipes have taken place - including sediment removal.
- Please verify that there are no other Village-owned wet-bottom ponds.
 - Village Staff has verified that there are no other Village-owned wet-bottom ponds.

- What guidelines and/or maintenance regimen (if any) is the Village responsible for under both the existing and proposed conditions?
 - Currently the Village removes algae through chemical and mechanical means on an as-needed basis, periodically removes litter, and operates and maintains aerators. Under the proposed conditions, the contractor will be responsible for maintaining and monitoring the vegetation for 3 years after planting. This period is a common duration used in similar applications and ensures that the native plant community will be established properly. At the completion of the 3-year maintenance and monitoring program, ongoing maintenance will be performed by Village Staff and/or a qualified consultant, and will generally consist of spot herbiciding, annual high-mowing, inspection/cleaning of inlets, catch basins and sediment traps, and potentially controlled burning.

- Can the Village research state law regarding noxious weeds and [the Village's] obligation to remove them under both the existing and proposed conditions?
 - A link to the Illinois State Noxious Weed Law is provided below: <http://www.agr.state.il.us/Laws/Regs/8iac220.pdf>

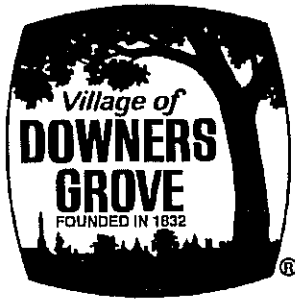
- The Village has stated that lowering the normal water level of the pond will have minimal impacts on the foundations of surrounding homes – what evidence does Village staff have to support this statement?
 - The lowering of the normal water level by up to 1 foot will not significantly impact the surrounding foundations. It may tend to lower the groundwater table in the general vicinity of the homes, during times of minimal rainfall. No study or report has been prepared on this subject to stand as evidence, however.

- Coyotes have previously been seen in the area - will the staff-recommended plan attract additional coyotes to the area?
 - There is no evidence to suggest that coyotes would be more attracted to the naturalization option. The majority of a coyote's food source consists of small rodents. Since naturalizing the pond will not attract any additional rodents to the area (see next question) there is no reason to believe that this area will become more attractive to coyotes. Additional information can be found in the Cook County study at the following link: <http://ohioline.osu.edu/b929/pdf/b929.pdf>

- Has the Village explored grant funding opportunities related to the project or pond improvements in general?
 - As the scope of the project has not yet been determined, no grant applications have been submitted. However, Village Staff is aware of previously utilized grant opportunities that may be available once a more defined scope of work is established.

- Is there any evidence to suggest that rats will or will not be attracted to the area if it were to become naturalized?
 - There is no evidence to suggest that rats will be attracted to the pond if it were to be naturalized. According to the EPA's website, "natural vegetation does not provide the sort of food in quantities required to sustain a population of vermin".

- If the pond is to become naturalized, how much open water will remain as open water upon completion of the project?
 - As the naturalization option is still in a conceptual stage, it is difficult to provide an exact amount of open water that would remain upon completion of the project. The original plan that was presented to Village Council shows approximately 15-20% open water as compared to the existing conditions.



REQUEST FOR PROPOSAL

Name of Proposing Company: ENCAP, Inc.

Project Name: Valley View Pond Improvements
Proposal No.: DR-035
Proposal Due: Wednesday, April 4, 2012 – 10:00 A.M. – Public Works
Pre-Proposal Conference: Required: Wednesday, March 28, 2011- 10:00 A.M. at Public Works

Required of All Proposers:

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

Required of Awarded Contractor:

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

Date Issued: Wednesday, March 14, 2012

This document consists of 43 pages (not including Appendices A, B, or C).

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

JEFF LOSTER, P.E.
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE – PUBLIC WORKS
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-6875
FAX: 630/434-5495
www.downers.us

Village of Downers Grove

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

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. PROJECT SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (DESIGN/BUILD SERVICES)
- V. PROPOSAL/CONTRACT FORM
- VI. APPENDIX A – CONCEPT PLAN
- VII. APPENDIX B – SEDIMENT TESTING REPORT (TESTING SERVICES CORPORATION)
- VIII. APPENDIX C – SEDIMENT TESTING REPORT (TRUE NORTH CONSULTANTS)

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

I. REQUEST FOR PROPOSALS

1. GENERAL INFORMATION

1.1 Statement of Needs-

The Village of Downers Grove (Village) is seeking technical and cost proposals from pre-qualified Firms (Proposers) to provide Design/Build Services for the reconfiguration and naturalization of Valley View Pond in order to mitigate adverse water quality conditions.

1.2 Project Description-

The subject of this project is an approximately 2.5 acre pond at the south end of Downers Grove. It is located just west of Main Street and is bordered by Robey Avenue, Valley View Drive, Creekside Road and O'Brien Park (see Exhibit A below). It is fed by the municipal storm sewer network with approximately 406 acres of tributary area.

The pond regularly becomes stagnant which causes algae blooms, foul odors, and sedimentation. The constant presence of waterfowl during the warmer months also contributes to the poor water quality conditions. The area surrounding the pond is mostly vegetated with turf grass (up to the water's edge) with large portions of shoreline completely devoid of vegetation.

In November of 2011 a Concept Plan titled Robey Pond Concept Plan was completed by design consultants on behalf of the Village. The concept plan is included with this RFP as Appendix A (narrative and plan set).

Sediment sampling was completed at various locations throughout the pond for testing by Testing Services Corporation (July – 2011) and True North Consultants (January – 2012). These reports are also attached to this RFP as Appendix B and Appendix C, respectively. Results have indicated that the sediment, throughout some portions of the pond, does not meet the IEPA's TACO Tier 1 standards. Due to the limitations in transporting this sediment, the Village wishes to leave it in place and "naturalize" the area so that it can better manage future sedimentation and improve the water quality while maintaining an aesthetically pleasing water feature for the surrounding properties.

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

Village of Downers Grove

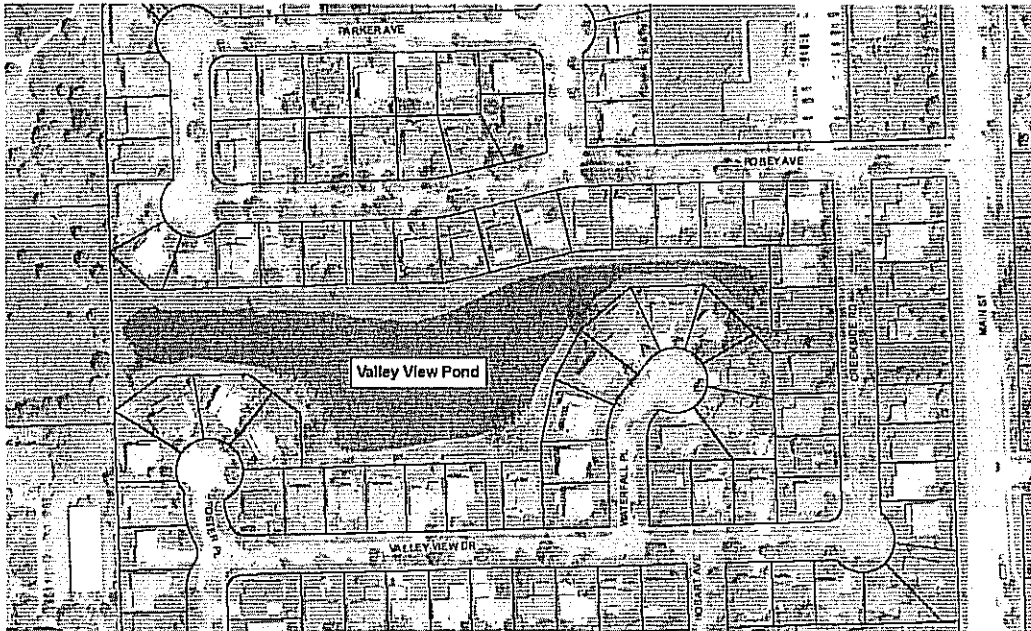


EXHIBIT A

1.2.1 Anticipated Improvements

The Village anticipates accomplishment of the previously discussed objectives through the use of a defined base-flow channel, clean fill material to be brought in, and the establishment of native vegetation throughout the property as is conceptually discussed in Appendix A.

The base-flow channel will likely be established along the north side of the existing pond and will more efficiently convey base stormwater flows through the property. This will reduce the degree of sedimentation and provide a location for possible sediment collection sites (i.e. sediment forebay).

With the import of clean fill material, it is anticipated that the remaining area will be converted to a wetland or wet meadow habitat. While the area will still be able to withstand occasional inundations, it is anticipated that the reduced open water will reduce algae blooms and create a more attractive habitat for desired wildlife.

1.2.2 Base Lump Sum Cost and Contingency

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

Village of Downers Grove

- 1.3 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Wednesday, March 14, 2012 – 10:00 A.M.**
- 1.4 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.5 Technical and Cost Proposal forms shall be sent to the Village of Downers Grove, ATTN: JEFF LOSTER, in a sealed envelope marked "SEALED TECHNICAL AND COST PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
 - 1.5.1 Technical proposals shall include the following information:
 - Proposed design
 - Anticipated permits required
 - Proposed means and methods
 - Proposed project schedule
 - 1.5.2 Cost proposals shall include the following information:
 - Proposed Base Lump Sum Cost, including separate costs for any design alternates, and a Contingency amount
 - Proposed schedule of values including sub-totals for design, permitting, construction and maintenance and monitoring (if necessary)
 - Permit review fees shall be included for all necessary reviewing agencies
- 1.6 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.7 By submitting this proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.
- 1.8 Defined Terms:
 - 1.8.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.8.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Proposer's completed proposal, bonds and all required certifications.
 - 1.8.3 Proposal – this document completed by an individual or entity and submitted to the Village.
 - 1.8.4 Proposer – the individual or entity that submits or intends to submit technical and cost proposals to the Village.
 - 1.8.5 Contractor – the individual or entity whose proposal is selected by the Village and

Village of Downers Grove

who enters into a contract with the Village.

1.8.6 Work – the construction or service defined herein.

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

1.8.8 Proposal Guaranty – the required proposal deposit.

2. PREPARATION OF PROPOSAL

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

Village of Downers Grove

Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.

- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals or the pre-proposal conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to all proposers of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Proposers. Each Proposer, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Proposal therein. Failure to acknowledge any addenda may cause the Proposal to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Proposer's responsibility to obtain all addenda issued. Proposers will provide written acknowledgement of receipt of each addendum issued with the proposal submission.
- 2.6 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.7 The Proposer hereby affirms and states that the prices quoted within its written proposal shall constitute the total cost to the Village for all work involved in the respective items as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Proposer also affirms that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.
- 2.8 The Proposer shall complete and submit with the Proposal an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.

3. PRE- PROPOSAL CONFERENCE

- 3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by proposers is strongly advised as this will be the last opportunity to ask questions concerning the proposal.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

Village of Downers Grove

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

4. COST PROPOSAL SUBMISSION

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

5. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

6. PROPOSAL REJECTION

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

7. PROPOSER COMPETENCY

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

8. PROPOSER DISQUALIFICATION

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

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

8.1.2 Evidence of collusion among Proposers.

8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Proposal Form (if applicable).

Village of Downers Grove

- 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
- 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
- 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
- 8.1.8 Failure to submit a signed Proposer's Certificate stating the following:
 - 8.1.8.1 That the Proposer is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
 - 8.1.8.2 The Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
 - 8.1.8.3 The Proposer will maintain the types and levels of insurance required by the terms of this Contract; and
 - 8.1.8.4 The Proposer will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

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

11. FAILURE TO ENTER INTO CONTRACT

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

Village of Downers Grove

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

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

12. SECURITY FOR PERFORMANCE

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

13. DELIVERY

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

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

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

II. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

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

2. USE OF VILLAGE'S NAME

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

3. HOURS OF WORK

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

4. PERMITS AND LICENSES

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

5. INSPECTION

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

6. DELIVERIES

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

7. SPECIAL HANDLING

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

Village of Downers Grove

8. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

9. NONDISCRIMINATION

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

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

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

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

10. SEXUAL HARASSMENT POLICY

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

10.1.1 Notes the illegality of sexual harassment;

10.1.2 Sets forth the State law definition of sexual harassment;

10.1.3 Describes sexual harassment utilizing examples;

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

Village of Downers Grove

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

11. EQUAL EMPLOYMENT OPPORTUNITY

- 11.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:
 - 11.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - 11.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - 11.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
 - 11.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

Village of Downers Grove

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

12. DRUG FREE WORK PLACE

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

Village of Downers Grove

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

13. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

14. PREVAILING WAGE ACT

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

Village of Downers Grove

- 14.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 14.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 14.6 Any bond furnished as security for performance shall include a provision that will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.
- 15. PATRIOT ACT COMPLIANCE**
- 15.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.
- 16. INSURANCE REQUIREMENTS**
- 16.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not

Village of Downers Grove

be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

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

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

Village of Downers Grove

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

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

Village of Downers Grove

18. COMPLIANCE WITH OSHA STANDARDS

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

19. CERCLA INDEMNIFICATION

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

20. BUY AMERICA

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

21. CAMPAIGN DISCLOSURE

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

Village of Downers Grove

22. SUBLETTING OF CONTRACT

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

23. TERM OF CONTRACT

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

24. TERMINATION OF CONTRACT

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

25. BILLING & PAYMENT PROCEDURES

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

Village of Downers Grove

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

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

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

26. RELATIONSHIP BETWEEN THE CONTRACTOR AND THE VILLAGE

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

27. STANDARD OF CARE

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

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

28. GOVERNING LAW

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

29. SUCCESSORS AND ASSIGNS

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

30. WAIVER OF CONTRACT BREACH

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

Village of Downers Grove

31. AMENDMENT

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

32. CHANGE ORDERS

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

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

33. SEVERABILITY OF INVALID PROVISIONS

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

34. NOTICE

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

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

and to the Proposer as designated in the Contract Form.

35. COOPERATION WITH FOIA COMPLIANCE

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

III. PROJECT SPECIFICATIONS

GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

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

2. DESIGN AND COOPERATION OF CONTRACTOR

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

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

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

Village of Downers Grove

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

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

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

Village of Downers Grove

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

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

No natural event will be considered cataclysmic.

4. PROSECUTION AND PROGRESS

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

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

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

5. MEASUREMENT AND PAYMENT

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

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

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

Village of Downers Grove

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

6. GENERAL CONSTRUCTION REQUIREMENTS

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

7. CONSTRUCTION STAKING AND RECORD DRAWINGS

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

Village of Downers Grove

and Watermain GPS Code Lists.

7.1.5

Stormwater GPS Code List

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

8. PRECONSTRUCTION VIDEO

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

9. ACCESS AND WATER SHUT-OFF NOTIFICATION

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

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

10. TREE PROTECTION

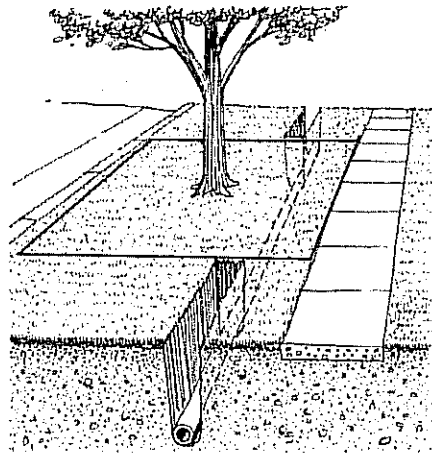
10.1 Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code.

Village of Downers Grove

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

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

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



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

Village of Downers Grove

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

Village of Downers Grove

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

11. EROSION AND SEDIMENTATION CONTROL

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

12. TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

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

Village of Downers Grove

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

Village of Downers Grove

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

13. STREET SWEEPING AND DUST CONTROL

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

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

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

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

April 4, 2012

Jeff Loster, P.E.
Staff Engineer
Village of Downers Grove
5101 Walnut Ave.
Downers Grove, IL 60515

Re: Robey Pond at O'Brien Park

I am pleased to present ENCAP, Inc.'s technical and cost proposal for the Valley View Pond Improvements Project in Downers Grove. We feel that our capabilities as an ecological contractor and consultant as well as our project approach make us uniquely qualified to perform this project for the Village. We take a great deal of pride in our work and are excited to have the opportunity to apply our practical approach and expertise to this project.

Our primary goals are to meet our client needs with unmatched customer service and quality. We feel that we have assembled a uniquely equipped and expert project team for this project. For the necessary hydraulic and hydrology modeling, professional engineering and restoration design, we will be partnering with Ted Gray at Living Waters Consultants, Inc. We have a strong working relationship with LWC in building their designs as well as consulting on stabilization practices in the field. For excavation services, ENCAP will be partnering with Dan Davies at Earthwerks Land Improvement, Inc. Earthwerks and ENCAP have partnered on several ecologically sensitive projects in the past including projects involving dredging at Northside Park in Wheaton, IL and the Warrenville Grove Dam Removal project for the County of DuPage. These projects are of similar size and scope to the enclosed technical and cost proposal and serve as prime examples of our capabilities to perform on this project. Our history and bonding capability demonstrate the soundness of our company and project team, and we are dedicated to perform the level of work necessary to make this project a success for the Village of Downers Grove.

Thank you for the opportunity and please feel free to contact me with any questions.



Jonathan Koepke, CPESC, LEED-AP
Vice President, General Manager

Table of Contents

Technical Proposal

- I. Proposed Design
- II. Anticipated Permits
- III. Proposed Means and Methods
- IV. Proposed Project Schedule

Cost Proposal

Appendix

- A. Proposed Design Concept Plans
- B. Project Team Resume's
- C. Earthwerks Amphibious Hydraulic Excavator Brochure

Technical Proposal



Proposed Pond Naturalization Design

The proposed restoration and naturalization plan will focus on stabilizing existing sediment accumulations within the Pond, diversifying aquatic habitat, maintaining open water features, enhancing water quality, and improving site aesthetics at the Valley View Stormwater Basin.

The Stormwater Pond Naturalization Plan and Cost Proposal has been prepared in accordance with the concept plan prepared by Living Waters Consultants, Inc. and with the design goals of the project in mind. Habitat enhancement includes construction of shallow emergent wetlands, an expanded native plant buffer, and limited open water zones within the existing pond. The construction methods used will primarily include relocating sediment within the pond and shoreline to construct emergent wetland, open water habitat, and native vegetation. By utilizing the existing peat and sediment deposits from within the pond and regrading the pond shoreline, we expect to significantly reduce, if not eliminate the need to import significant amounts of fill materials in order to achieve the design goals of the project. As a contingency, an amount has been included under the Bid Alternates/Contingency section to include the import and grading of any necessary clean topsoil fill to complete the project work. It is anticipated that there will be no off-site removal of silt, sediment, or other materials.

An Off-Bank Vegetated Rock/Soil Berm will be installed to stabilize installed sediment and constructed aquatic habitat. The Off-Bank Vegetated Rock/Soil Berm will be installed parallel to but off-shore from the northerly pond shoreline. This will create a narrow base flow path through the pond (from east to west) to convey most ranges of flow conditions. This relatively narrow flow path would have an increased sediment conveyance capacity to better balance sediment transport. This also would improve water quality through the northerly flow path area, and reduce but not eliminate the occurrence of stagnant water conditions. A side-channel wetland habitat will be constructed in the central and south pond areas to provide variety in the habitat zones, maintain some open water features, and to provide over wintering areas for aquatic species and fish. The construction of the open water side channel areas will also enable a significant amount of dredged material to be generated that will be relocated in the south portion of the pond bottom in order to raise the elevation of the bottom to a depth suitable for emergent wetland, sedge meadow, and wet prairie to develop. During flood flows, water would flow from the base flow channel and would be detained throughout the entire emergent wetland, sedge meadow, and wet prairie areas, outside of the low-flow channel. Pools of open water within the wetland area would facilitate conveyance of flood flows.

Based on observations of the existing outlet structure and the manhole within the park that the outlet structure drains to, it is proposed that the existing outflow storm sewer pipe be lowered as much as possible. By lowering the invert elevation as low as possible in the receiving manhole and flattening the pitch of the pipe to the lowest suitable grade, the normal water elevation in the pond will be reduced by one to two feet. This is proposed for several reasons. First, it would substantially reduce restoration construction costs. The volume of imported clean rock and fill materials would be reduced or eliminated based on lower normal water elevations and the ability to create suitable vegetative zones within the existing pond footprint. Secondly, this will result in an increased detention volume within the pond area, which would reduce potential rear yard flooding for the residents along the pond, as well as providing additional storage within the reach of the tributary storm system area.

Reducing the area of open water would increase the area of native plant buffer and result in a reduction in nuisance water quality impacts within the pond. Diverse aquatic habitat could be easily constructed within the pond area. Existing shoreline areas would become more stable with deeply rooted native vegetation and potential pond fetch which causes shoreline erosion would be reduced.



Before



After

Photos 1 and 2: Conversion of a pond with open water and eroding shorelines into a diverse ecosystem with off-shore emergent wetland habitat can significantly improve site aesthetics.

Bioengineering stabilization along the north conveyance channel and the existing shorelines would also provide valuable water quality and habitat benefits. Existing turf grass will be replaced with deep-rooted native species to enhance shoreline stabilization. Vegetated rock toe shoreline stabilization will be provided downstream of the Sediment Forebay due to potential scour in that location. An abundance of native vegetation in shoreline and off-shore wetland areas would substantially reduce the use of the area by nuisance waterfowl. Wetland habitat would help with filtering water quality, improving aesthetics.

A small sediment forebay will be constructed at the upstream area under our base bid to trap inflowing sediment. The sediment forebay can be periodically cleaned out, protecting the larger pond area from sedimentation and improving flow conditions.

A conceptual plan including structure locations and a detailed planting plan have been prepared for the project to facilitate understanding the scope of the work and is attached in Appendix A.



Photos 3 and 4: With suitable elevations of sediment within a waterway, unconsolidated mud flats can be converted into desirable buffers of native wetland and prairie plantings.

Advantages:

- Environmentally sound pond naturalization
- Reduced nuisance algae blooms
- Reduced odors
- Stabilization of sediment deposits (conversion to wetlands)
- High long-term cost effectiveness
- Shoreline stabilization and enhancement
- Reduction of sediment deposition within the impoundment from shoreline erosion
- Wetland restoration
- Water quality improvement
- Improved aesthetics
- Diverse aquatic habitat
- Construction of the Sediment Forebay upstream of the impoundment will assist with trapping sediment from upstream areas before it enters the impoundment.
- Increased diversity of birds, stream fishes, and other wildlife
- Permit agencies may not require sediment testing since the sediment will not be removed but rather converted into native wetland and prairie vegetation.
- As a possibility, if the project creates new wetland, wetland buffer, or riparian habitat, these may be used to off-set either “adverse impacts” or “mitigation responsibilities” for this and/or other projects in the watershed. Enhancement of existing wetlands, buffers, and riparian habitat may also be used for mitigation purposes.
- No removal of sediment necessary

Disadvantages:

- Reduced area of open water
- Sediment Forebay / upstream area over time may be temporarily subject to water quality impacts until sediment cleanout occurs
- The baseflow channel may be subject to periodic stagnant water conditions



Example Emergent Zone Planting



Example Sedge Meadow Planting



Example Wet Mesic Planting

Engineering, Survey, and Design Scope of Services:

Living Waters Consultants, Inc. will provide the following Design, Survey, and Modeling Scope of Services.

Map Review

The project team will acquire and review aerial photos, topographic maps, soils maps, storm sewer layout, wetlands, easements, utilities, and other information available through the existing GIS system or other sources. Living Waters Consultants, Inc. shall also examine historic aerial photos, pre-settlement maps, geology, and other mapping.

Spot Elevation Survey to Validate FEQ Model

Site survey shall include survey of five (5) cross sections through the Project Site. Moreover, a limited spot elevation survey shall be provided to validate outlet structure elevations and up to four existing cross sections from the existing County of DuPage FEQ model. Following construction, an As-Built / Record Drawing survey shall be provided by surveying five (5) as-built cross sections through the Project Site.

(Contingency - If necessary in the opinion of one or more permitting agencies, a contingency has been provided (Bid Alternate) for a 1-foot Topographic Survey.)

Field Geomorphic Survey

A field geomorphic survey shall be conducted for existing and proposed conditions along the stream and wetland corridor. Extent, thickness, and types of subsurface deposits shall be characterized. Methods of assessment will include but not be limited to geomorphic assessments of the stream channel and riparian corridor, hydrologic and hydraulic analyses, site survey, field assessment, and an understanding of watershed characteristics. Analyses may be based on soils, hydrology, vegetation, valley processes, existing and proposed stream geometry, sediment transport, observations of sheet and gully erosion, bar formation, inspection of rotational failures, stormwater utilities, and other characteristics.

Wetland Delineation

Wetland permitting services and deliverables shall include wetland delineation with wetland delineation report. We propose to avoid wetland impacts, or to mitigate any impacts through the proposed Stream and Wetland Restoration Project. Wetland quality is expected to substantially improve through the proposed project.

Hydrologic & Hydraulic Modeling

Since the County of DuPage (the County) has prepared hydrology for the Prentiss Creek stream system (of which the Valley View Pond is a part), development of hydrologic flows for insertion into the FEQ hydraulic Model for Prentiss Creek will not be necessary. Therefore, we expect that only development and approval of an FEQ Hydraulic Model for approval of the proposed work will be required. It is our understanding that Hydraulic Model development will include establishment of Modified Existing and Proposed Conditions. Our first submittal to the County will include necessary text, exhibits and hydraulic results tables based on revisions to the FEQ Hydraulic Model to complete the floodplain tab of the County Tab Format review document package, since no floodway is apparently identified over the project site.

It is understood that the County will provide the appropriate regulatory models which may then be revised by our hydraulic analysis team according to current site surveyed conditions for development of the Modified Existing Condition.

Further, we understand that the RFP assumes the requirement to lower the outlet storm sewer from Valley View Pond to accomplish the project objectives with the least cost possible and with the greatest stormwater and ecological benefit possible. Therefore, hydraulic modeling and approval through DuPage County is included as part of the Base Bid scope of services.

Engineering and Planting Plans

Locations and BMPs for stream channel construction, stabilization, wetland construction, or other recommendations shall be identified on available plans. Sediment control structures including but not limited to Rock Vanes, Rock Points, Rock Toe, Vegetated Rock/Soil Berms, Re-Shaped Slope, Native Plantings, or other BMPs shall be used to stabilize the existing sediment deposits and to allow formation of a stable stream channel. Channel elevations shall be designed to allow ready overtopping of banks into the emergent wetlands which will become established alongside the stream corridor. Elevations of both the stream channel and side-channel wetland areas can be managed through Rock Vane grade control structures, outlet elevation control, and other techniques.

Engineering plans shall depict project plan view, details, cross sections, and specifications. Plans shall depict available topography within the work area, known parcel boundaries, easements, storm sewers, tile drains, topographic contours, and/or other information. Plans shall depict existing and proposed cross sections (5 sections to be surveyed), bioengineering or biotechnical bank stabilization, stream re-meandering, grading, wetland construction grading, stream channel grade control, removal of invasive plant species, native vegetation, aquatic habitat enhancement, construction ingress and egress, inlet stabilization, debris removal, regrading, types and quantities of native vegetation, and/or other riparian management practices.

Details and Specifications shall be provided by LWC and ENCAP. Specifications for stream re-meandering and/or wetland construction and vegetative establishment shall be provided as needed. Engineering Plans shall be reviewed by the Village of Downers Grove prior to submission to other permitting agencies. Plans and Specifications shall be integral construction documents.

Outlet Design Modifications

Proposed outlet design modifications shall constitute minimum necessary modifications to facilitate not only permitting objectives, but also stream and wetland restoration objectives for the proposed Valley View Pond Improvement Project. Plans shall be provided depicting recommendations to reduce the elevation of the outlet structure between approximately 1.0 to 2.0 feet, based on the configuration of the existing outlet.

Hydrologic & Hydraulic Modeling

The professional civil engineering hydraulic and permitting services to be provided are described as follows:

Modified Existing FEQ Modeling Services

1. Coordination with the Village and County for details of the survey and existing conditions along Prentiss Creek tributary related to the Valley View Pond corridor.
2. Upon obtaining the existing condition survey, prepare FEQ calculations for the existing condition. Modifications will be made to the existing County FEQ Hydraulic Model. The modified FEQ Hydraulic Model will be called the Modified Existing Condition Hydraulic Model.
3. Incorporation of proposed survey for five (5) existing cross sections through the Project Site into the FEQ model.

Proposed FEQ Modeling Services

1. Coordination with the Village and County for details regarding the Village, County and FEMA stormwater and floodplain requirements and the proposed improvement plans along Prentiss Creek tributary related to the Valley View Pond corridor.
2. After development and approval by the Village of the proposed site plan prepare final FEQ calculations comparing the modified existing condition (as developed by the Hydraulic Analysis Team) and the proposed condition (as described on the proposed plans).
3. Attend meetings with the Village and County and/or Homeowner's Association to discuss modeling requirements and/or results.
4. After the Village's approval of the FEQ calculations and associated proposed plan details, preparation of hydrologic/hydraulic information to complete the required documentation for the floodplain tab of the County permit package. The Tab will describe the Hydraulic Analysis Team's findings with associated exhibits and comparison tables.

Hydraulic Permitting Assistance Services

1. Coordination with the Village and County for details of the submittal package necessary to obtain approvals from the Village and the County.
2. Preparation of any other required tables and text for inclusion under the floodplain and stormwater (for any necessary detention / pond volume comparisons) tabs of the DuPage County report format including necessary resubmittals, with up to two (2) resubmittals shall be included in the base bid.
3. Attend meetings with the Village and County to discuss review comments and resubmittals. This item may include discussion of possible alternative plan modifications, in order for the permit package to document that compliance with regulatory agency requirements are demonstrated for the proposed design configuration.
4. It is understood that the constructed project will match the proposed plans closely enough that the proposed hydraulic model will not need to be revised with as-built grades and re-run for comparison and approval by the County.

DuPage County Permit Re-Submittals

Up to three (3) permit re-submittals shall be provided to DuPage County in the Base Bid at no additional charge. **Bid Alternate / Contingency - four (4) or more permit re-submittals may be required to DuPage County or other agencies and shall be provided for an additional cost of \$2,200 per each.**

Permitting Scope of Services and Considerations

Permitting Agencies

Permit submittals shall be made to the following agencies likely to require permit review:

- DuPage County (floodway modifications review)
- Illinois Department of Natural Resources - Office of Water Resources
- U.S. Army Corps of Engineers plus joint review agencies (IDNR, FWS, IEPA)
- Illinois EPA
- U.S. Fish & Wildlife Service
- Kane/DuPage Soil and Water Conservation District
- Village of Downers Grove

All permit and review fees are included in the base bid items.

Permitting Considerations:

- Valley View Pond is considered Zone A FEMA floodplain. A DuPage County floodway modifications review will be necessary and will be submitted by the project team. It is not anticipated that permitting for the necessary floodway and floodplain modifications will be problematic as the project will increase detention and flood storage volume within the project limits, and upstream of the project area.
- The deposition of dredge or fill material into federally jurisdictional wetlands or Waters of the United States would be regulated by the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act. However, most detention ponds and/or associated wetlands are not federally regulated. As such “stormwater management facilities” can typically be maintained and improved without federal authorization. If any relocation of existing sediment were to occur, then it would likely be considered a maintenance activity. It is anticipated that no USACE permit will be necessary to complete the project base on the fact that any wetlands on the property are not expected to be jurisdictional. **A wetland delineation survey, report, and jurisdictional determination are included in the base bid for the project work.**

If wetland areas are deemed jurisdictional by the USACE, however, authorization is normally provided without mitigation if the project does not result in adverse impacts to the environment and wetland areas. Given the scope of the created wetlands and native buffer under the proposed plan, it is anticipated that permitting under a restoration project permit would be easily accepted by the USACE. **If USACE permitting is required, permit submittals and responses are included in the line item under Alternates / Contingency for USACE Permit Submittal.**

- Soils maps and historic aerial photography show Valley View Pond was excavated from agricultural land for subdivision development between 1974 and 1988. No ponds or drainage ways were present prior to excavation. As such, any wetland formed within the pond is not subject to regulation under the Downers Grove Stormwater Ordinance.
- Naturalization of Valley View Pond that creates wetland habitat may be used to off-set adverse impacts from other projects in the watershed provided that it can be designed and maintained as high quality wetland habitat in accordance with the Downers Grove Stormwater Ordinance. A Wetland and Riparian submittal (Tab 4 and 5, respectively) will

be necessary and the project also need approval from the Village. We have included the preparation of the submittals and all necessary fees and documentation as a component of our base bid.

- Depending on the extent of outlet modifications and the response of the County of DuPage, it is likely some hydraulic modeling may be necessary. However, it is likely that the dimensions and characteristics of the outlet structures would not be substantially modified (other than a lowering of the proposed normal water level). This would increase the proposed detention volume, favoring approval of hydraulic modeling results. The hydraulic profile would likely not be negatively affected, therefore any permitting necessary through DuPage County would be feasible
- Permit agencies should not require sediment testing since the sediment will not be removed but rather converted into native wetland and prairie vegetation and stabilized in place. We assume that sediment chemistry testing, remediation, and/or mitigation of contaminated sediment is not required and as such, have not included it in our bid.

General Permitting Note:

The specialized equipment available to accomplish the project objectives would facilitate permit approval. For instance, proposed equipment includes an amphibious excavator. This will allow rock structures and other BMPs to be constructed partially in the wet, without complete drawdown of the pond being necessary. This specialized equipment will facilitate erosion and sediment control permitting objectives, retaining sediment on-site while allowing the project to be constructed quickly and efficiently. Each day saved in the construction process will facilitate faster vegetation establishment, reduced risk of rain or flood events negatively impacting the project, and a better resulting project for the Village.

Proposed Means and Methods of Construction

–Project Team, Project Approach, Construction Phasing and Sequencing, Contractor References

Professional Services and Responsibilities of Project Team:

See Attached Project Organizational Chart

Jonathan Koepke is the Vice President and General Manager at ENCAP, Inc. Jonathan will serve as the Project Manager for the Valley View Pond Improvement work and will coordinate and direct the project team in order to meet the objectives and goals of the Village. Jonathan will also be responsible for ensuring adherence of the construction team to the contract documents and project specifications and will serve as Quality Control Manager and director for the project.

Ted Gray with Living Waters Consultants would provide Stream and Wetland Restoration Design, Surveys, Preparation of Engineering Plans, Details and Specifications, Construction Cost Estimate, and Meeting Attendance as needed.

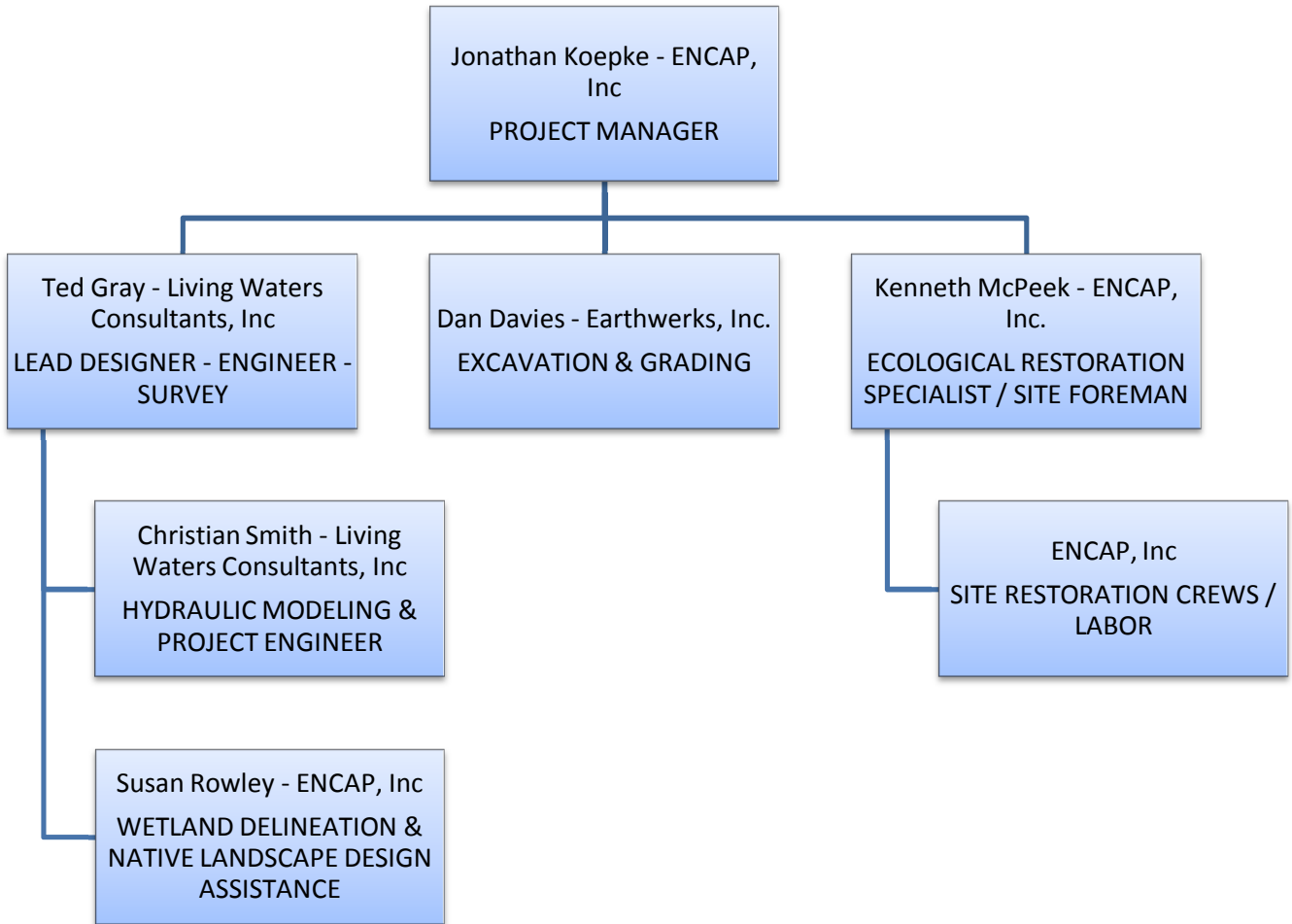
Christian Smith with Living Waters Consultants would provide Hydrologic and Hydraulic Assessment to support Design, Surveys, and assist with attendance of Meetings as required.

Susan Rowley is the Ecological Services Manager for ENCAP, Inc. Susan will be responsible for wetland delineation and report preparation, assistance with permitting, native landscape design, and ecological monitoring of the plantings to meet project specifications.

Dan Davies is the President and General Manager of Earthwerks, Inc. Earthwerks Land Improvement Contractors specializes in public works around water resources and have provided over 40 years of excavation, grading, and infrastructure improvement work. Their uniquely equipped and specialized equipment will enable them to complete the difficult and most sensitive portions of the project quickly and with less impact than traditional methods.

Kenneth McPeck is an ecological restoration project manager and foreman for ENCAP, Inc. Kenny has over 10 years of native landscaping, construction, and ecological restoration experience. His skills include directing shoreline stabilization and restoration projects, prescribed burning, ecological restoration management, BMP implementation and construction.

Resume's for Members of the Project Team can be found in Appendix B



Project Approach

The ENCAP project team will take a unique and specialized approach to completion of the Valley View Pond Restoration project. In order for this project to be performed successfully some non-traditional equipment and methods must be utilized in order to achieve the project goals. For that reason, ENCAP has enlisted Earthwerks Land Improvement Contractors to perform the grading and rock placement within the pond and along the shorelines. Earthwerks has at their disposal a long reach amphibious excavator which is uniquely suited to perform the type of work necessary on this project. The amphibious excavator has the capability of tracking across peat and muck soils as well as floating across open water, in order to access portions of the pond that traditional equipment would be unable to. Furthermore, this equipment is extremely low ground pressure, and as such, will create a much lower impact on the existing soils and sediments, therefore reducing compaction, facilitating work in unfavorable conditions for traditional equipment, and enabling restoration in short time lines.

By dropping initial water levels through lowering of the invert of the outlet pipe, a larger portion of the bank will be able to be exposed while also facilitating dewatering of the pond for construction. Upon lake drawdown, initial activities will include regrading and excavation of the existing banks and construction of the baseflow channel utilizing a mixture of stone and soil materials. The approximately 50/50 mix of soil and stone will provide both structural stability for the off-bank channel, but will also enable the banks to be stabilized with native vegetation to enhance the ascetics of the channel banks and berm. The toe of the off bank berm will be armored as necessary to prevent scour at the water line. Additionally, the berm will be seeded and stabilized with an extended term heavy duty biodegradable erosion blanket (C125BN). This will allow vegetation to establish on the berm and enhance the ascetics of the banks of the base flow channel banks. The existing north shoreline will be graded and stabilized to match the soil berm in ascetics and stability.

Once the off-bank vegetated soil/rock berm is constructed, dewatering of the off-channel areas would occur. With these areas dewatered, excavated sediments from the open water areas would be utilized, along with spoils materials from excavation of the sediment traps and pools, to raise the grade of the existing pond bottom, to a design elevation that would facilitate establishment and survival of emergent wetland or sedge meadow native plant communities. Once the areas are graded, they can be seeded, blanketed and plugged. The areas along the shoreline would be restored as Earthwerks completes final grading. If additional topsoil is necessary in order to achieve grades, it would likely be imported at this time. While it is not initially anticipated that additional topsoil fill would be necessary, a contingency amount of topsoil import have been included in the bid should it become necessary. The construction of any additional grade control rock features would also be installed at this time. Once all earthwork, seeding, blanketing, and plugging is complete. ENCAP, Inc. would monitor and manage the areas for three years, or until performance standards are met.

Construction Phasing & Sequencing:

Install Erosion Controls and Stabilized Construction Entrances

Construct Upstream Sediment Forebay and South Sediment Forebay

Lower Existing Outlet Pipe and Modify Downstream Manhole to receive Lower Elevation

Lower Existing Outlet Structure (retain swale overflow structure at existing elevations)

Remove Existing Vegetation

Dewater Pond

Regrade Shorelines and Construct Rock/Soil Berm. The newly constructed northerly conveyance channel will also serve as a de-facto diversion channel. This will enable dewatering the remaining project area.

Excavate Open Water Back Channel Areas with Amphibious Excavator

If Necessary, Import Clean Fill Materials to Construct Desired Wetland and Channel Grades

Reshape Banks and Wet Prairie Areas

Seed and Stabilize Shorelines

Install Native Plant Materials

Management and Monitoring During Establishment (3 Years)

Construction Observation Scope of Services:

Construction Engineering / Observation services shall be provided by the engineering team before, during and after site construction. Services shall include coordination with ENCAP and Earthwerks, review of field locations of proposed stream and wetland improvements, review of outlet structure modifications, inspection of installation in accordance with plans and specifications, post-construction final inspection, and observation of erosion and sediment control practices.

Project Schedule

	Month	Month	Month	Month	Month	Month	Month	Month	Month	Post
	1	2	3	4	5	6	7	8	9	Construction
Map Review	X									
Site Survey	X	X								
Field Geomorphic Survey	X	X								
Wetland Delineation	X	X								
Hydrologic and Hydraulic Modeling	X	X								
Engineering Plans - Draft		X								
Engineering Plans - Final			X							
Permit Submittals				X	X	X	X	X	X	
Permit Approvals									X	
Construction									X	X
As-Built Survey										X
Maintenance and Management										X
Anticipated Dates	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13
									to	to
									Apr-13	May-13



Cost Proposal



November 8, 2012



ROBEY POND NATURALIZATION					
Item	Descriptions	Unit	QUANTITY	Unit Cost	EXTENDED COST
Stabilization & Sediment Management					
1	Sediment Forebay Excavation and Rock Berm (2 Structures)	LS	1	\$5,000.00	\$5,000.00
2	Rock/Soil Berm Construction - Notherly Channel (Off-Bank)	LF	830	\$70.00	\$58,100.00
3	Earthwork (Sediment Excavation and Placement, Open Water Areas, Wetlands, Soil/Rock Banks)	LS	1	\$49,820.00	\$49,820.00
4	Stabilization of Rock/Soil Berm with C-125BN Long Term Erosion Blanket	SY	1,920	\$3.25	\$6,240.00
5	Erosion Blanket At Graded Areas	SY	21,900	\$1.60	\$35,040.00
6	Rock Toe - Other Areas	LF	470	\$54.00	\$25,380.00
7	Shoreline Re-Shape Slope	LF	1,950	\$30.00	\$58,500.00
Native Plant Materials					
8	Mesic Prairie Native Plant Seed	AC	1.65	\$4,000.00	\$6,600.00
9	Sedge Meadow/Wet Prairie Native Plant Seed	AC	1.75	\$4,000.00	\$7,000.00
10	Shoreline/Emergent Native Plant Seed	AC	0.85	\$4,000.00	\$3,400.00
11	Emergent Wetland, Wet & Mesic Prairie Native Plant Plugs	EA	12,450	\$4.50	\$56,025.00
12	Goose Grid	AC	4.25	\$1,500.00	\$6,375.00
13	Herbicide & Removal of Invasive Species Around Shoreline (Non-Graded Areas)	SY	2,506	\$5.00	\$12,530.00
Other					
14	Storm Sewer Inlet Repair / Concrete Toe Block	EA	2	\$1,500.00	\$3,000.00
15	Native Plant Maintenance	Year	3	\$7,200.00	\$21,600.00
16	Orange Construction Fence	LF	250	\$2.00	\$500.00
17	Silt Fence	LF	500	\$2.00	\$1,000.00
18	Stabilized Construction Entrance	EA	2	\$5,000.00	\$10,000.00
19	Other Erosion and Sediment Control	LS	1	\$10,000.00	\$10,000.00
20	Construction Access Restoration, Site Cleanup, and Erosion Blanket (NAG S75 BN)	SY	3000	\$3.00	\$9,000.00
22	Outlet Storm Pipe Lowering to Lower Normal Water Level	LF	160	\$70.00	\$11,200.00
23	Outlet Modification to Lower Normal Water Level	LS	1	\$1,500.00	\$1,500.00
25	Hydraulic Modeling	LS	1	\$14,000.00	\$14,000.00
26	Engineering Design, Spot Elevation Survey, Permitting, Construction Engineering	LS	1	\$49,600.00	\$49,600.00
27	Wetland Delineation	LS	1	\$2,500.00	\$2,500.00
21	As-Built Survey (5 Cross Sections)	LS	1	\$5,000.00	\$5,000.00
TOTAL					\$468,910.00

Note: 1-Foot Topographic Survey Not Included

TABLE 2: BID ALTERNATES / CONTINGENCY					
Item	Descriptions	Unit	QUANTITY	Unit Cost	EXTENDED COST
101	Rock Vane Grade Control	LF	130	\$250.00	\$32,500.00
102	Importing Clean Fill & Topsoil	CY	1,400	\$15.00	\$21,000.00
104	Rock Placement w/ Filter Fabric (Wetland Overflow Locations, Bridge Wingwalls)	TON	40	\$150.00	\$6,000.00
105	If Required - Hydraulic Model for As-Built Condition	LS	1	\$4,500.00	\$4,500.00
106	If Required - 1 Foot Topographic Survey	LS	1	\$5,000.00	\$5,000.00
107	If Required - Permit Resubmittals Beyond Three (3) Re-Submittals	EA	1	\$2,200.00	\$2,200.00
108	If Required - Permit Submittal to USACE	LS	1	\$2,500.00	\$2,500.00
TOTAL					\$73,700.00

BASE BID **\$468,910.00**
BASE PLUS ALTERNATES/CONTINGENCY (MAXIMUM COST) **\$542,610.00**

- Notes:
- Services related to removal of excess soil, trees, or tree stumps associated with wetland cut, rock toe, bank re-shaping, rock riffles, or installation of other practices and placement into areas approved by Owner shall be provided by Contractor at a cost incidental to each stabilization practice unit price.
 - Quantities as indicated may be increased or reduced by the owner at their discretion.
 - Removal of trees, tree stumps, or other materials to accomplish grading, re-shaping, and installation of structures shall be lump sum cost.
 - Costs provided by Contractor and/or Bidder shall include furnishing and installing all items as described above.
 - Actual quantity of rock installed in field may vary with field conditions.
 - Earthwork Including Excavation, Grading, Stockpiling, Clearing, Grubbing, Off-Site Disposal of Cleared and Grubbed Materials, Topsoil Re-Spread, Fill, Balance of Earthwork On-Site, and/or Related Items as Indicated on Plans, Details and Specifications shall be incidental to the cost of earthwork.
 - Native plant maintenance costs shall be paid in increments per each seasonal site visit as described in Specifications for Native Plant Maintenance.
 - Whether the Bid Alternate for As-Built Survey is selected by the Owner or not, Contractor shall be responsible to ensure that as-built grades and sections are consistent with the proposed grades and sections to the satisfaction of the permitting agency.
 - All costs of permits and review fees are included in the base bid and bid alternates as appropriate.

Appendix A



Appendix B



JONATHAN KOEPKE, CPESC, LEED AP

Vice President, General Manager



EDUCATION

B.S. Department of History with High Honors; – Minor in Environmental Sciences
Northern Illinois University, DeKalb, Illinois, 2001

M.A. Department of History; – Concentration in Geography – Area of Specialization U.S. Environmental History
Northern Illinois University, DeKalb, Illinois, 2003

CERTIFICATIONS

Certified Professional in Erosion and Sediment Control – No. 2862

Tennessee Department of Environment & Conservation – Erosion Prevention & Sediment Control Certification – No. 115919-TN07

Designated Erosion Control Inspector (DECI) – Lake County, IL

Certified Storm Water Professional – Wal-Mart, Inc.

Northern Illinois University Undergraduate Certificate in Geographic Information Systems

Licensed Illinois Commercial Pesticide Applicator

Licensed Indiana Commercial Pesticide Applicator

PROFESSIONAL EXPERIENCE

2006 - Present ENCAP, Inc.

Soil Erosion and Sediment Control Division Manager

Manage and direct the consultation, design, and installation of best management practices and streambank stabilization and restoration practices for ENCAP, Inc. Responsibilities include technical direction, field investigation, design recommendations, and consultation with clients and regulatory agencies on all aspects of erosion and sediment control.

2005 – 2006 Kane-DuPage Soil & Water Conservation District, St. Charles, Illinois, District Manager/
Resource Conservationist

Manage district's land use programs and staff, performed technical review and oversight of complex construction projects around water resources including stream and river bank restorations. Administered the District's Streambank Stabilization and Restoration Program grant and performed initial site reviews and analysis.

2002 – 2005 Kane-DuPage Soil & Water Conservation District, St. Charles, Illinois, Resource Analyst

Completed Land Use Opinion Reports to inventory natural resources on property that was subject to re-zoning, Reviewed erosion and sediment control plans for technical standards and performed compliance site inspections on construction and restoration projects throughout Kane & DuPage Counties.

PROFESSIONAL ADVANCEMENT

President - Great Lakes Chapter - International Erosion Control Association

USDA Natural Resources Conservation Service - Training Courses

Streambank Stabilization Design - I

Introduction to Soil and the Soil Survey

Hydric Soils for Wetland Delineation

Wetland Restoration Training

Conservation Planning

KENNETH MCPEEK

Native Landscape Specialist

EDUCATION

Highland Community College, General Education Courses, 1994-1996

CERTIFICATIONS/ABILITIES

Licensed Illinois Commercial Pesticide Applicator

Licensed Indiana Commercial Pesticide Applicator

Certified Prescribed Burn Manager #10-094, IL Department of Natural Resources

Ability to field identify 90% of plant species within a natural area in the Chicago region.

PROFESSIONAL EXPERIENCE

2002- Present ENCAP, Inc.

Restoration Project Manager

Plant native prairie, wetland and mitigation areas

Install seed, trees, shrubs, live native plugs and streambank stabilization

Control invasive plant species throughout the use of applied herbicide and mechanical practices

Conduct controlled burns (more than one hundred)

Construct and install a variety of erosion and sediment controlling solutions including: erosion control blanket, polymer systems, silt fence, temporary seed, dewatering systems, sediment traps, compost, inlet protection, gabion baskets, check dams and bioswales.

Overview blueprints and collaborate with management, contractors, consultants and site managers to ensure efficient and timely completion of projects

Develop seeding and management recommendations based on site conditions- Manage teams of workers on-site daily

April 2000 - April 2002 Dye's Concrete, Lena, IL

Laid-out and read plans for the construction of sidewalks, walls, and basements

Set and formed sidewalks, walls, and basements

Professionally finish sidewalks, walls and basements

Aug. 1999 - April 2000 Townsend Concrete, Stockton, IL

Laid-out and read plans for the construction of sidewalks, walls, and basements

Set and formed sidewalks, walls, and basements

Professionally finish sidewalks, walls and basements

June 1997 - Aug. 1999 M & M Concrete, Stockton, IL

Laid-out and read plans for the construction of sidewalks, walls, and basements

Set and formed sidewalks, walls, and basements

Professionally finish sidewalks, walls and basements

SUSAN ROWLEY, LEED AP

Ecological Consulting Division Manager



EDUCATION

B.S. Environmental Studies with Honors
Illinois State University, Bloomington/Normal Illinois

CERTIFICATIONS

Licensed Illinois Commercial Pesticide Operator
Licensed Indiana Pesticide Applicator
International Society of Arboriculture Certified Arborist IL-4727A
Lake County Certified Wetland Specialist #C-116
McHenry County Certified Wetland Specialist
LEED AP (Leadership in Energy and Environmental Design Accredited Professional)
S-190 Introduction to Wildland Fire Behavior & S-130 Firefighter Training

MAJOR PROJECTS

Wind Farm Project. Conducted wetland delineations and U.S. Army Corps of Engineers permitting for over 13,000 acres of property. Lee County, Illinois.

Morris Landfill Bird Survey Project. Morris, Illinois.

Bull Run Business Park. Individual permitting of rental storage facility through U.S. Army Corps of Engineers and Illinois Environmental Protection Agency. Kirkland, Illinois.

Bowes Creek Woods Forest Preserve. Conducted a wetland delineation and U.S. Army Corps of Engineers and Kane County permitting for a 138 acre parcel. Kane County, Illinois.

Inland Real Estate – Hunters Woods. Tree Inventory for 2,820 trees. McHenry County, Illinois.

Floristic Quality Assessment and Habitat Evaluation of 50 Chicagoland Natural Area Monitoring Sites. Assorted Sites, NE Illinois

Natural Area Assessments of over 300 sites within the Chicago Region from 2005-Present.

Wetland Permitting of over 70 project sites within the Chicago Region from 2005-Present.

PROFESSIONAL ADVANCEMENT

U.S. Army Corps of Engineers Wetland Delineation Training
USACE Interim Regional Supplement – Midwest Region Training
Bollinger Wetland Plant Identification Training
DECI (Designated Erosion Control Inspector) Training
Numerous Arborist, Wetland, and Erosion Control Trainings
Illinois Association of Environmental Professionals (IAEP) Member

Streambank Stabilization Projects

East Bank Stabilization, West Fork North Branch Chicago River Village of Glenview, IL

This project involved restoration and stabilization of the east bank of the West Fork North Branch of the Chicago River in downtown Glenview, IL. The scope of work involved the removal of woody invasive species through herbicide treatment and mechanical cutting, grading and reshaping the streambank, installation of two flagstone and cobble rock riffle structures, and boulder toe placement along the bank. Existing topsoil and clay materials were exported from the site and an amended soil was respread across the streambank and floodplain to facilitate seeding of native prairie, tree and shrub planting and installation of erosion control blanketing.



Reference: Robert Steele, Village of Glenview, 847.486.5636

Silver Creek - Streambank Stabilization and Riparian Restoration Village of Melrose Park, IL

This project involved the creation of riparian habitat within and around a highly urbanized stream known as Silver Creek. The work area was extremely limited due to the proximity of homes down the entire length. Much of the work needed to be conducted in the stream bed. Strict erosion and sediment controls were required to prevent downstream impacts during the course of the work. Technical aspects of the work included delivering and placing several hundred tons of riprap stone and cobble to create riffles, point bars and stabilized banks. In addition to seeding upland areas we plugged over 10,000 live plants within the riverine system.



Reference: Gary Marine, Village of Melrose Park,
847.531.5347
Ted Gray, Living Waters, Inc., 630.261.1133



Streambank Stabilization Projects

Warrenville Grove Dam Modification DuPage County, IL

In fall 2011, the Forest Preserve District of DuPage County began work to modify an 8.5-foot-high dam in the West Branch of the DuPage River at Warrenville Grove Forest Preserve in Warrenville. The dam-modification project will improve river habitats for fish and other wildlife communities by restoring the ecological health of an impounded segment of the river. This project was broken into three phases: work on the dam itself, extensive habitat improvements and restoration of an enlarged peninsula as a public-access area to the river. ENCAP, Inc. has been responsible for the invasive species control and removal, installation of 325 native trees, 580 shrubs, over 45,000 plugs, and 11.5 acres of seeding.

References: Sarah Ruthko, DuPage County Department of Economic Development and Planning, 630.407.6676
John 'Ole' Oldenburg, Forest Preserve District of DuPage County 630.933.7669



Meadowbrook Stream Restoration Village of Lake in the Hills, Illinois

ENCAP, Inc. prepared a stream corridor restoration, maintenance, and monitoring plan for the Meadowbrook Phase 4 residential subdivision. Prior to development, the site contained an agricultural drainage ditch and associated farmed wetlands. As part of the development project the 3,300 ft stream was proposed to be realigned, with restored meanders, creating a 32 acre riparian corridor.

Critical Project Elements:

- Preparation of stream restoration plan
- Receive permit approval from U.S. Army Corps of Engineers, Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, and the United States Fish and Wildlife Service.
- Native Landscaping Installation
- Monitoring & Management

This project was monitored and maintained for a five year period before it was turned over to the Village of Lake in the Hills.

Reference: Kate Bliss, USACE Project Manager 312.846.5542



ENCAP, Inc. Equipment List

Type (Tractor, Gill Rake, generator etc.)	Make (John Deere, Land Pride, etc.)	Model (number or name)	Year	Notes
Tractor	John Deere	Tractor 4400	1999	
Tractor	John Deere	Tractor 5425	2007	
Tractor	John Deere	Tractor 5410	2000	
Tractor	John Deere	Tractor 4105	2008	
Tractor	John Deere	Tractor 4320	2005	
Skid Steer	Takeuchi	TL240	2012	
Boom Sprayer	HARDI	BNL 50		
Seed Drill	Truax	Flex II		
Landscape Rake	Unique	N/A		
Power Rake	Harley	LA758694-0000		
Mower-Tractor	John Deere	Mx6		
Straw Crimper	Burchland	SCX		
Mower	BC Mathews	72CL	2006	
Mower	Wood	BB600	2008	



MAKING A DIFFERENCE FOR STREAMS, WETLANDS & LAKES

Stream Restoration Engineering • Water Resources Engineering
Green Infrastructure Engineering • Lake & Wetland Consulting

THEODORE RICHARD GRAY

SUMMARY OF CAPABILITIES

Environmentally sound, innovative, and cost-effective engineering solutions for stream, wetland, and lake restoration.

EXPERIENCE

Engineer & Eco-Hydrologist, Since March 1996

Living Waters Consultants, Inc., Oakbrook Terrace, IL

- Completed stream restoration engineering services for 45 projects on 32 streams
- Engineering services for 10 miles of stream restoration and stabilization projects
- Awards from APWA, ACEC, USEPA, IAFSM, ASLA for 11 stream and wetland projects
- Stream re-meandering design, permitting, and construction observation for 3.6 miles
- Managed 30+ lake restoration, lake enhancement and/or shoreline stabilization projects
- Implemented management plans for water quality, erosion control, fisheries
- Stormwater / BMP engineering services for 10 large-scale projects
- Grant acquisition and/or administration for \$3.8 M+ in restoration project grant funding

Environmental Scientist, August 1993 - March 1996

Sheaffer & Roland, Inc., Wheaton, IL

- Co-authored 14 technical reports and six proposals (three funded)
- Co-developed ten stormwater management plans including one with ASLA honors
- Developed three stream restoration plans and three biotic assessments
- Prepared wetland mitigation plans for eight sites, including a 100-ac homesite
- Created two lake design/construction observation plans
- Assessed depth to groundwater and benchmark aquifer transmissivity estimates
- Managed design, implementation and client interaction for six projects

Associate Environmental Planner, March 1993 - August 1993

Assistant Environmental Planner, March 1991 - March 1993

Chicago Metropolitan Agency for Planning, Chicago, IL

- Assisted restoration plan development for three watersheds and four project sites
- Designed and co-authored six water management reports and grant proposals
- Assessed biological and chemical characteristics for four stream sites
- Assessed the severity of nonpoint source impacts for three aquatic studies
- Increased GIS proficiency to become the department's GIS analyst

Education

M.S. in Resource Ecology and Management, February 1991

University of Michigan, School of Natural Resources
Specialization: Fish ecology and water quality

B.A. in Biology cum laude, May 1987

Ripon College, Ripon, WI

Honors: Beta Beta Beta Biological Honor Society; Dean's List

Certifications

Professional Engineer # 062-055335 (PE, IL Dept. of Professional Regulation)
Certified Floodplain Manager # IL-08-00379 (CFM, IL Assn. for Floodplain Management)
Certified Professional in Erosion and Sedimentation Control # 1654 (CPESC)

Awards

ACEC Engineering Excellence Merit Award (Scottswood Regional Wetland Basin)
APWA Project of the Year – Prairie Branch (Scottswood Regional Wetland Basin)
APWA Technical Innovation Award - Chicago Metro Chapter (Atrium Ditch Stabilization)
IAFSM Stormwater Project of the Year Award (Jelke Quarry Restoration Project)
Lake County SMC Stormwater Community of the Year Award (Received By Client)
National Visionary Award Top 5 Finalist (Indian Creek Re-Meandering - Premium Outlet Mall)
U.S. EPA / Chicago Wilderness Conservation Award (5 Different Projects)

Projects and Reports

“Prentiss Creek Restoration Concept Plan.” (LWC & Benes)
“Jelke Quarry Wetland Restoration & Flood Control.” (LWC/ \$900,000 in grant funding)
“Dead Dog Creek Restoration Project.” (LWC; \$650,000 in grant funds)
“Silver Creek Stabilization Project, Phase 3.” (LWC)
“Dixie Briggs-Fromm Stream Restoration Project.” (LWC)
“Champaign County Stormwater BMP Engineering Plan.” (LWC & BCA)
“Seavey Dam Removal and Stream Restoration.” (LWC)
“Peck Wetland Restoration Project.” (LWC)
“Scottswood Wetland Regional Storage Basin.” (APWA, ACEC Project of Year; LWC & BCA)
“Lyman Woods Stream Restoration Project, PSA 2.” (LWC, Planning Res. & Patrick)
“Peck Wetland Detention and Water Quality Basin Retrofits.” (LWC)
“North Flint Creek Flood Management Plan.” (LWC).

Presentations

Illinois Assn. for Floodplain and Stormwater Management, “Scottswood Wetland.” March 2011
Illinois Institute of Technology, “Stream Restoration Course (2 day course).” Feb. 2011.

Publications

Gray, T. January / February 2012. Using Natural Channel Design Principles to Enhance an Eroded Ditch and Wetland Riparian Corridor. Land & Water Magazine.
Gray, T. (In press) March / April 2012. Restoring a Degraded Quarry to Alleviate Local Flooding Conditions. Land & Water Magazine.

PROFESSIONAL EXPERIENCE:

Living Waters Consultants,
Oakbrook Terrace, IL
Water Resources Engineer
2003-Present

V3 Consultants,
Woodridge, IL
Senior Water Resources
Project Manager, 1993-2003

Lindley & Sons, Inc., Hinsdale, IL,
Permit Engineer, 1991-1993

EDUCATION:

Illinois Institute of Technology,
Chicago, IL
Master of Science
Civil Engineering, 1991

Illinois Institute of Technology,
Chicago, IL
Bachelor of Science
Civil Engineering, 1990

REGISTRATION:

Licensed Professional Engineer
Illinois, Michigan

PROFESSIONAL ASSOCIATIONS:

American Society of Civil Eng.
Illinois Association for Floodplain
and Stormwater Management

TEACHINGS:

Instructor for I.S.P.E. Professional
Engineer Review Series for Civil
Engineering
1997-Present

Instructor for Oakton Community
College Land and Site
Development Course (OMG 217)
1997-1998

SELECTED PUBLICATIONS:

"AN ALTERNATIVE TO WATERSHED
PLANNING BY CRISIS
MANAGEMENT", Proceedings of the
24th Annual Water Resources
Planning and Management
Conference.

"THE FLOOD PROTECTION OF
BARBERS CORNERS", Proceedings of
the 26th Annual Water Resources
Planning and Management
Conference.

"CHICAGO MANUFACTURING
CAMPUS: STREAM RESTORATION IN
THE MIDST OF A SLAG PLATEAU",
Proceedings of the International
Perspective on Environmental and
Water Resources - India 2006.

CHRISTIAN A. SMITH, P.E. *Water Resources Engineer*

Mr. Smith has extensive experience with watershed planning, management and mapping from initial assessment to preparation of construction documents for remediation of drainage problems. He also provides stream restoration services and performs various steady state and unsteady flow hydrologic and hydraulic calculations for analysis and design for watershed studies, existing drainage problems and stormwater improvement projects. These calculations may involve hydraulic analysis services for closed systems, open channel flow and dam breach failure. His expertise also includes stormwater and floodplain regulations.

PROJECT INVOLVEMENT

Illinois National Cemetery, Joliet, Illinois - Responsible for the overall stormwater management plan for the 950 acre Illinois National Cemetery Property. Responsibilities included analysis of the Grant Creek Watershed to establish flood elevations and discharges throughout the property. Responsibilities also included oversight of the drainage system design for the cemetery.

- **Watershed Analysis and Design Techniques:** HEC-2 hydraulics with USGS Regression Equations hydrology
- **Permitting Agencies:** Will County; Veterans Administration Review & Approval

Barber's Corners Quarry Flood Control Facility, Bolingbrook, Illinois - Responsible for IDNR-OWR coordination and permitting of a 1000 acre-foot flood control reservoir at the Barbers Corners Quarry in Bolingbrook, Illinois. Also responsible for the hydraulic design of the flood control reservoir outlet works and 1.6 mile diversion channel inlet works that divert flood flows from the East Branch DuPage River into the flood control facility. The computer modeling work for this project was performed using the FEQ unsteady flow computer program.

- **Watershed Analysis Techniques:** FEQ hydraulics with HSPF hydrologic inputs
- **Permitting and Review Agencies:** IDNR-OWR; Will County Forest Preserve; Village of Bolingbrook

CHRISTIAN A. SMITH, P.E.
Water Resources Engineer

Indian Creek Watershed, Kane County, Illinois – Responsible for the development of a watershed study for the sixteen square mile Indian Creek watershed. Indian Creek was identified as one of the more significant sources of flood damages in Kane County. Services included new hydrologic and hydraulic modeling, floodplain and floodway mapping, identification of appropriate flood storage facility locations, development of alternatives to reduce flood damages, assistance with economic damage assessment and development of cost estimates utilized in the establishment of benefit versus cost ratios for various remedial alternatives. Final recommendations involved various flood control opportunities and conveyance corridor improvements to reduce historic flood damages within the watershed. Responsibilities also include co-ordination with Kane County, DuPage County, the City of Aurora, Fermi Lab, the DuPage County Forest Preserve, the Aurora Park District, IDNR-OWR and FEMA.

- **Watershed Analysis Techniques:** FEQ and HEC-RAS hydraulics with HEC-1 hydrologic inputs
- **Permitting and Review Agencies:** FEMA; IDNR; Kane and DuPage Counties; City of Aurora

Keeneyville Watershed Study, DuPage County, Illinois - Responsible for the development of the watershed study and improvement plan for the three square mile Tributary No. 1 to the West Branch DuPage River for the DuPage County Department of Environmental Concerns (DEC). The study portion included development of the unsteady flow hydraulic model of the watershed, mapping of the floodplain, identification of flood damage locations and associated economic damage assessments for parcels affected by potential flooding of Tributary No. 1. A portion of the watershed was identified as critical wetland habitat for wildlife. The study resulted in the development of recommended alternatives to reduce potential damages, reduction of riparian fragmentation and water quality improvements within the watershed.

- **Watershed Analysis Techniques:** FEQ hydraulics with HSPF hydrologic inputs
- **Permitting and Review Agencies:** DuPage County DEC Review & Approval

U.S. Route 41 Drainage Improvements, Lake County, Illinois - Responsible for the Location Drainage Study and Phase I Drainage Design of improvements to approximately 2.6 miles of U.S. Route 41 in Lake County, Illinois for the Illinois Department of Transportation District One Bureau of Programming, Hydraulics Section. Responsibilities included oversight of the hydraulic analyses of the Mill Creek Bridge and floodplain at U.S. Route 41.

- **Stream Analysis and Drainage Design Techniques:** HEC-2 hydraulics along the stream, TR-20 hydrology for the major road culverts and rational method hydrology with spreadsheet calculations for the hydraulics of the highway drainage system
- **Permitting and Review Agencies:** IDOT; Lake County; Local Municipality Co-ordination



References for Living Waters Consultants, Inc.

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061
David Brown, PE Village Engineer
(847) 918-3544
2004 through present (Seavey Ditch Phases 1, 2 and 3. Seavey Ditch Dam Removal Project.
Harvey Lake Restoration. Lake Charles Weed Management Project.)

Village of Melrose Park
1000 N. 25th Ave.
Melrose Park, IL 60160
Gary Marine, PE Director of Public Works
(708) 426-3859
2007 through present (Silver Creek Stabilization Phases 1, 2 and 3 and Stream Inventory
Concept Plan)

Dundee Township
557 Barrington Ave.
Dundee, IL 60118
Sue Harney, Supervisor
(847) 428-8092
2007 through present (Dixie Creek Restoration Project, Dixie Creek Concept Plan, Jelkes Creek
Restoration Project)

Lake County Stormwater Management Commission
500 W. Winchester Rd.
Libertyville, IL 60048
Mike Prusila, Watershed Planner
(847) 377-7700
2009 - Present (Dead Dog Creek Restoration Plan; North Mill Creek Biological Monitoring Project)



1240 LYON RD. • BATAVIA, IL 60510 • OFFICE: 630-482-2341 • FAX: 630-482-2342

PROJECT REFERENCES

Wheaton Park District-June 10, 2011-Northside Park Dredging involving a pond draw down, 35,000CY of pond sediment removal, operating a continuous creek by-pass pump, and performing an undercut sand seam and replacement of compacted clay.

Contract Value \$1,435,125.00

**Dave Dobson-Christopher B. Burke Engineering, Ltd 847-823-0500

City of Batavia-Feb 7,2011- Braeburn Marsh Maintenance and Restoration included a live channel excavation of nearly 1,630cy of cattails and 7,500cy of material to improve conveyance of upstream marsh. Project include placement of turbidity curtains downstream, bypass pumping the stream during 1,075sy of riprap placement and weir removal.

Final Contract Value \$344,592.74

**Noel Basquin-City of Batavia-630-669-5278

Forest Preserve District of Kane County-April 22, 2011- Braeburn Marsh Ecosystem Restoration, A continuation of the Braeburn Marsh Maintenance and Restoration that further helped conveyance of storm related water that imposed flooding on local residents. Vegetation removal of both buckthorn and cattails areas along the stream bank, were replaced with native vegetation.

Final Contract Value \$65,149.75

**Pat Kelsey-Willis Burke Kelsey Associates LTD-630-443-7755

Village of Homewood-April 21, 2011- Prairie Lakes Business Center New Pond and Wetland Complex. During the construction of the Prairie Lakes Business Center, 23,000cy of material was excavated and re-spread. On site pond was expanded and 8.22 acres were restored using native seeding .

Final Contract Value \$489,766.00

**John Shaefer-Village of Homewood-708-206-3470

Village of Lincolnshire-August 20, 2010- Lincolnshire downtown redevelopment project consisted of 23,000cy of earth excavation and stream bank excavation, include the realignment of 500' of creek to alleviate seasonal flooding of nearby areas. Sheet piles were driven to hold back material for formation of concrete wall. Pond was constructed on-site and vegetated with wetland and emergent plugs.

Final Contract Value \$1,515,140.40

**Rob Horne-Village of Lincolnshire-847-883-8600



1240 LYON RD. • BATAVIA, IL 60510 • OFFICE: 630-482-2341 • FAX: 630-482-2342

Buffalo Creek Streambank Stabilization-Nov 9,2009 APWA Project of the Year 2011, Over 3000' of gabion baskets were used in this project to stabilize nearly a mile of stream, that typically handled high water volumes during rain events. 13,170cy topsoil and 11,000cy of open creek excavation took place, during one of the rainiest summers of summers of the previous hundred years . Polymer laden coir mats were used along with flock logs and turbidity blankets to insure sedimentation from excavation didn't reach outside the project limits. A 375' long curve was built 9' high with tieback gabions highlighting the native shoreline restoration and emergent plugs.

Final Contract Value \$1,980,058.48

**Kevin Betke-Christopher B. Burke Engineering LTD -847-823-0500

Village of Buffalo Grove -June 8, 2009- White Pine Drainage Channel Restoration Improvements became the 2009 APWA project of the year. Earthwork included 13,000cy of stream bank excavation on a live stream. Placement of 3550 linear feet boulder toe and native seeding, helped to improve surrounding area flooding.

Final Contract Value \$461,930.50

**John Briggs- Bonestroo--847-932-3520

Campton Hills-July 29, 2008- During the Poyner Park project there was approx. 90,800cy of cuts with the fill forming a park site included expanding an existing wetland. 72 acres of total restoration, including native restoration and Baseball field creation took place.

Final Contract Value \$1,400,074.00

**Julia Glas-Campton Township-630-513-5430

IDOT #97 -Kane County-Feb 1, 2007- Sterns Roads project entailed 174,000cy of excavation and material placement to begin a 174,000cy wetland mitigation on the remediated area. 68 acres of total restoration, including native prairie, marshes and wetlands were involved in this project.

Final Contract Value \$3,627,972.83

**Pat Kielty-Christopher B. Burke Engineering Ltd-847-823-0500

Professional Profile

After graduating high school in 1998 and enrolling in college at Aurora University, I obtained a job with a landscaping firm to supervise over crews and insure quality upon completion. After graduating from Aurora University in 2002, I worked for a municipality as a foreman and a material producing company as a quality control supervisor, until coming to work with EarthWerks Inc. in 2009 as a wetland specialist. I have been assigned as quality controller due to my tenacity at achieving an excellent final product. Since starting work with EarthWerks Inc, three of my projects have been awarded project of the year.

Project Experience

- Buffalo Creek Phase I Streambank Stabilization (Rt. 68 Wheeling Il)

11/2008-11/2009

Foreman

- White Pines Drainage Channel Restoration Improvement (Lake Cook Rd, Buffalo Grove Il)

11/2008—11/2009

Foreman, Quality Manager

- White Farms Site @ Hawk Hallow Forest Preserve (So. Bartlett Rd Bartlett, Il)

April 2010-Current

Quality Manager, Foreman

Skills

- 36hr Delineation Training
- Illinois Pesticide License-Aquatics, Right-of-Way
- 40hr HAZWOPER
- 30hr OSHA
- CPR Certified

Education

AURORA UNIVERSTIY, AURORA IL
BS of Biology, 2002

YORKVILLE HIGH SCHOOL, YORKVILLE IL
Diploma, 1998

EARTH WERKS, CORP.

1240 Lyon Road
 Batavia, IL 60510
 630 482-2341
 Fax: 630 482-2342

EQUIPMENT LIST

CASE SKID STEER LOADER 90XT	SPEED SHORE TRENCH BOX MODEL 96-6032	CASE 1845 BOB CAT
LR21 LASER RECEIVER	GME TRENCH BOX	VIBROMAX MODEL 265 ROLLER
QUINCY TANK 13 HP GAS POWER	PLANK TRENCH BOX	JOHN DEERE 650H DOZER
CONCRETE HAMMER	McCANN TRENCH BOX	JD 450L EXCAVATOR
POWER WASHER	PRO-TEC 6x8 ALUMASHIELD	LASER PACKAGE
AIR COMPRESSOR	ATS-68 TRENCH SHIELD	TEREX TS14 SCRAPER
CLAY DIGGER W/SPADE	HENDERSON V. BOX SPREADER	E & H SAW
2" MULTI-QUIP TRASH PUMP TX2X	JD 5205 TRACTOR	MIKASA VIBRO PLATE
MULTI-QUIP QP-202 TRASH PUMP	JD 650H DOZER	JERSEY BARRIER CLAMP
HOMELITE 3" PUMP	CASE 445CT SKID	95XT SKID STEER
GAS DETECTOR CGM AUTO CAL	8 X 8 SKID	PROTEC 5CY STONE SAVER
DIAL GRADE	FINN 3 POINT	CAT TRACTOR D6RIIXW
STONE MISER MODEL SM9	B70T STRAWBLOWER	CASE IH 375STX TRACTOR
GEN POWER 58KW GENERATOR	KEWANEE 14' DISC	TAKEUCHI MINI EXCAVATOR
PARTNER 16øSAW W/BLADE	GLENCOE 691 SOIL FINISHER	TRIMBLE VRS RTK SYSTEM
TRAMAC COMPACTOR	CASE CX350B EXCAVATOR	CAT 315B EXCAVATOR
CAT 320LR AMPHIBIOUS EXCAVATOR	CASE CX240 LONG REACH EXCAVATOR	REYNOLDS 12.5 PULL SCRAPER

Appendix C





Amphibious Hydraulic Excavator Soft Terrain Vehicle

Capabilities:

- Wetland Restoration
- Marsh and Soft Land Projects
- Dredging



EarthWerks would like to make you aware of specialty equipment we have available. Along with our Long Reach and Low Ground Pressure Equipment, we have an Amphibious Long Reach Excavator capable of floating on water and having a ground pressure of 1.5 PSI, making it very effective in environmentally sensitive areas.

EarthWerks specializes in uniquely challenging projects. Call us, to see how we can be of service to you.

1240 Lyon Rd • Batavia, IL 60510 • Phone 630-482-2341 • Fax 630-482-2342



1240 Lyon Rd
Batavia, IL 60510

Amphibious Hydraulic Excavator *Soft Terrain Vehicle*

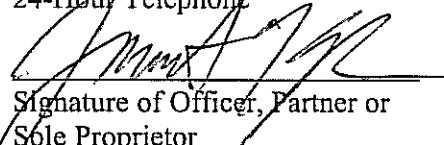


Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:	
<u>ENCAP, Inc.</u> Company Name	Date: <u>April 4, 2012</u>
<u>1709 Afton Road</u> Street Address of Company	<u>j Koepke @ encapinc.net</u> Email Address
<u>Sycamore, IL 60178</u> City, State, Zip	<u>Sonathan Koepke</u> Contact Name (Print)
<u>815-899-1621</u> Business Phone	<u>815-970-1671</u> 24-Hour Telephone
<u>815-899-6821</u> Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	<u>Sonathan Koepke, Vice President</u> Print Name & Title
<u>Melissa Wheeler</u> Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: ENCAP, Inc.
ADDRESS: 1709 Afton Road
CITY: Sycamore
STATE: IL
ZIP: 60178
PHONE: 815-899-1621 FAX: 815-899-6821
TAX ID #(TIN): _____

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Signature] DATE: 4/4/12

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)


With regard to Valley View Pond Improvements, Proposer ENCAP, Inc. hereby certifies
(Name of Project) (Name of Proposer)

the following:

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

PROPOSER'S CERTIFICATION (page 2 of 3)

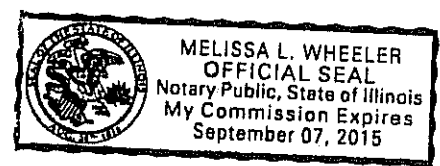
Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: 
Proposer's Authorized Agent


36-2833048

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 4th day of APRIL, 2012.


Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: Mark Southern

Secretary: _____

Treasurer: _____

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

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

(c) Sole Proprietor

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

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

Insurer's Name Pardridge Insurance

Agent Larry Forsberg

Street Address 28 2580 DeKalb Ave.

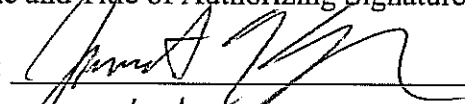
City, State, Zip Code Sycamore, IL 60178

Telephone Number 815-758-4447

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

Print Name of Company: ENCAP, Inc.

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

Signature: 

Date: 4/4/12

SUBCONTRACTORS LIST

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

1) Living Waters Consultants, Inc. Type of Work Engineering

Addr: 15132 Summit Ave. Suite 304 City Dalbrook Terrace State IL Zip 60181

2) Earthworks Land Improvement, Inc. Type of Work Excavation

Addr: 1240 Lyon Road City Batavia State IL Zip 60510

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

BUY AMERICA CERTIFICATION

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

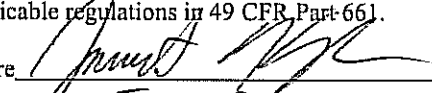
Instructions:

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

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

Certificate of Compliance

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

Signature 
Company Name ENCAP Inc.
Title Vice President
Date 4/4/12

Certificate of Non-Compliance

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

Signature _____
Company Name _____
Title _____
Date _____

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

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

Suspension or Debarment Certificate

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

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

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

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

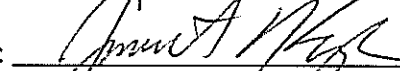
Company Name: ENCAP, Inc.

Address: 1709 Aston Road

City: Sycamore, IL Zip Code: 60178

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

E-mail Address: jkoepke@encapinc.net

Authorized Company Signature: 

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

Date: April 4, 2012

CAMPAIGN DISCLOSURE CERTIFICATE

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

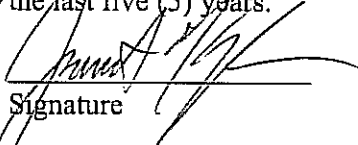
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

Sonathan Koepke
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



CERTIFICATE OF LIABILITY INSURANCE

ENCAP-1

OP ID: KF

DATE (MM/DD/YYYY)

03/08/12

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

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

PRODUCER
Pardridge Insurance, Inc.
2580 DeKalb Ave
Sycamore, IL 60178
Larry Forsberg

815-758-4447
815-758-3111

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:
FAX (A/C, No):

INSURED
Encap, Inc
1709 Afton Road
Sycamore, IL 60178

INSURER(S) AFFORDING COVERAGE

INSURER A: Auto-Owners Insurance	NAIC #
INSURER B: Westchester Surplus Line	18988
INSURER C: Hartford	
INSURER D:	34690
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

CITYSTC

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

AUTHORIZED REPRESENTATIVE

Larry Forsberg



Illinois Department of Transportation

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

Affidavit of Availability For the Letting of _____

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

Part I. Work Under Contract

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

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

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

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

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

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

Part III. Work Subcontracted to Others.

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

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

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

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

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

Sarah Rozny
 Notary Public

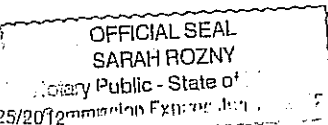
Signed [Signature]

MV commission expires 6-11-12

Company ENCAP, Inc.

(Notary Seal)

Address 1709 Afton Rd., Sycamore, IL 60178





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

THE UNITED FIRE GROUP

April 3, 2012

Village of Downers Grove
5101 Walnut Ave
Downers Grove, IL 60515

Re: Encap, Inc
Sycamore, IL

Project: Valley View Pond Dredging & Shoreline Stabilization

To Whom It May Concern:

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

We have been providing bonds to Encap, Inc. since 2003. In the past we have written performance and payment bonds for them on projects up to \$1,123,500 and on an aggregate program of work in excess of \$2,000,000. It is our understanding that the contracts on the captioned project will be in the same range.

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

Sincerely,
United Fire & Casualty Co.

Allison Nissen
Surety Underwriter

CAMPAIGN DISCLOSURE CERTIFICATE

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

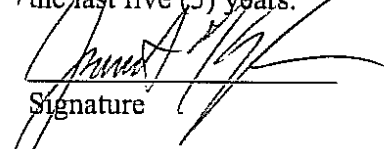
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

Sonathan Koopke
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

2012-2016 Capital Project Sheet

Project # **DR-035**

Project Description Valley View Pond Improvements

Project summary, justification and alignment to Strategic Plan

The purpose of this project is to clean the O'Brien Park / Valley View Estates Pond by removing accumulated silt deposits. Located in Prentiss Creek Subwatershed PR-A, this pond is identified a Problem Area 601 in the Watershed Infrastructure Improvement Plan (WIIP). This Village-owned pond is a regional retention pond receiving flows from the area of the Village located roughly south of 68th Street between Main Street and Fairview Avenue.

The pond has been the source of many complaints from adjoining property owners, with the main complaint being water quality. The pond becomes stagnant, contributing to foul odors as well as sedimentation in the pond. Waterfowl are frequent visitors to the pond, and their waste is a factor as well. Nutrient buildup from fertilizer runoff and animal waste along the pond has contributed to eutrophication of the pond, leading to algal blooms and odor complaints. The existing shape of the pond creates stagnant pools on the south side. The WIIP recommended removing accumulated silt from the pond to provide water quality benefits.

Cost Summary	New Maintenance Replacement			FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
Professional Services										-
Land Acquisition										-
Infrastructure		X		450,000					2,000,000	2,450,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				450,000	-	-	-	-	2,000,000	2,450,000

Funding Source(s)										
243-Stormwater Fund	▼		450,000						2,000,000	2,450,000
	▼									-
	▼									-
	▼									-
TOTAL FUNDING SOURCES			450,000	-	-	-	-	-	2,000,000	2,450,000

Project status and completed work

2012 work includes hydraulic dredging of the pond.

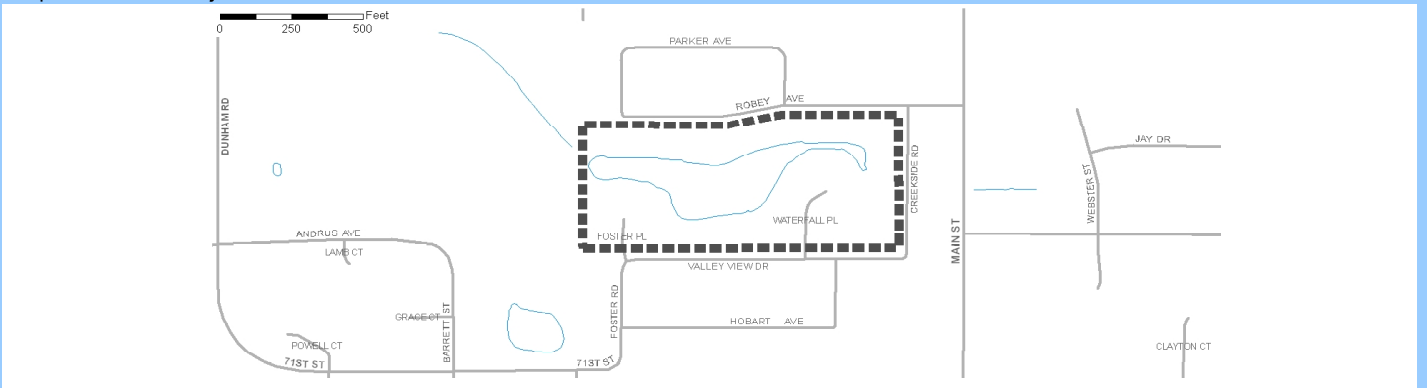
Grants (funded or applied for) related to the project.

None.

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

Algae clean-up costs will be significantly alleviated or eliminated by this project.

Map/Pictures of Project



Priority Score A

Project Manager:

Jeff Loster

Program: 343

Department:

Public Works