

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
OCTOBER 1, 2013 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Hickory Ct Drainage Improvements (SW-067)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the Hickory Court Drainage Improvement project to Homer Environmental, LLC of Lockport, Illinois in the amount of \$37,628.50.

STRATEGIC PLAN ALIGNMENT

The Goals for 2013 to 2017 identified *Top Quality Infrastructure*.

FISCAL IMPACT

The FY13 budget includes \$150,000 for the Lacey Creek, Subwatershed G storm sewer improvements in the Capital Projects Fund of which \$40,000 was allocated for this project.

RECOMMENDATION

Approval on the October 1, 2013 consent agenda.

BACKGROUND

In 2004 this section of ditch was converted by the Village to a wetland with native plantings. Since that time the banks have since suffered erosion and all native vegetation has been overrun by invasive plants. The invasive plants are not adequately stabilizing the banks, which has hindered flow through the ditch.

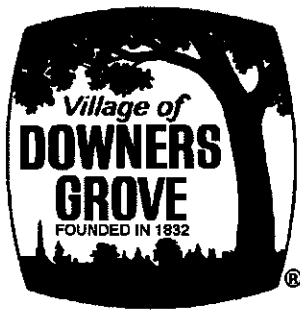
The scope of the project includes minor re-grading and full bank stabilization of the drainage ditch south of Hickory Court, north of 35th Street with native plants. The new native plantings will be maintained and monitored for a period of three years. A split-rail fence will also be installed for safety purposes. Modifications to the construction method used previously and on-going maintenance will provide a more long-lasting result for this project.

A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Two bids were received by the due date of September 3, 2013 and a synopsis of the bids is as follows:

<u>Contractor</u>	<u>Base Bid</u>
Homer Environmental, LLC	\$37,628.50
ENCAP, Inc	\$43,791.60

Homer Environmental, LLC has satisfactorily completed projects of similar scope for the Indiana Department of Natural Resources, DuPage County, and Kane County. Staff recommends award of this contract to Homer Environmental, LLC.

ATTACHMENTS: Contract Document, SW-067 Capital Project Sheet



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Homer Environmental, LLC
- II. Instructions and Specifications:
- A. Bid No.: SW-067B-11
 - B. For: HICKORY COURT DRAINAGE IMPROVEMENTS
 - C. Bid Opening Date/Time: TUESDAY, SEPTEMBER 3, 2013 @ 10:00AM
 - D. Pre-Bid Conference Date/Time: TUESDAY, AUGUST 27, 2013 @ 10:00AM
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVENUE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: TUESDAY, AUGUST 20, 2013

This document comprises 78 pages

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

JIM TOCK, P.E.
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-2453
FAX: 630/434-5495
www.downers.us

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: SW-067B-11

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

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

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

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

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

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

I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: SEPTEMBER 3, 2013 @ 10:00AM
- 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Jim Tock, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

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

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

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

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estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

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

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- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

3. PRE-BID CONFERENCE

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

4. BID SUBMISSION

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

5. BID MODIFICATION OR WITHDRAWAL

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

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

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

6. BID REJECTION

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

7. BIDDER COMPETENCY

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

8. BIDDER DISQUALIFICATION

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

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

8.1.2 Evidence of collusion among Bidders.

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

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder’s Certificate stating the following:

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

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

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

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

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

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

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

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

11. RETURN OF BID DEPOSIT

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

12. FAILURE TO ENTER INTO CONTRACT

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

12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the

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

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

13. SECURITY FOR PERFORMANCE

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

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

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

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

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

19. USE OF VILLAGE'S NAME

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

20. HOURS OF WORK

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

21. PERMITS AND LICENSES

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

22. INSPECTION

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

23. DELIVERIES

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

24. SPECIAL HANDLING

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

25. NONDISCRIMINATION

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

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

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

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

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

26. SEXUAL HARASSMENT POLICY

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

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

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

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

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

27. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

28. DRUG FREE WORK PLACE

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

28.1.1 Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.

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

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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

(1) the dangers of drug abuse in the workplace;

(2) the Village's or Contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation and employee assistance programs;

(4) the penalties that may be imposed upon employees for drug violations.

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

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

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

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

30. PREVAILING WAGE ACT

30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

- 30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records 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 three (3) years from the date of the last payment on the public work.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

31. PATRIOT ACT COMPLIANCE

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

Village of Downers Grove – Hickory Ct Drainage Improvements (SW-067B-11)

risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

32. INSURANCE REQUIREMENTS

32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

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

32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability

policies.

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

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

34. SUBLETTING OF CONTRACT

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

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

35. TERMINATION OF CONTRACT

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

36. BILLING AND PAYMENT PROCEDURES

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

- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.
- 36.3 As this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.
- 37. COMPLIANCE WITH OSHA STANDARDS**
- 37.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.
- 38. CERCLA INDEMNIFICATION**
- 38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.
- 38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.
- 39. COPYRIGHT or PATENT INFRINGEMENT**
- 39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.
- 40. BUY AMERICA**
- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

41. CAMPAIGN DISCLOSURE

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

42. GUARANTEE PERIOD

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

43. SUCCESSORS AND ASSIGNS

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

44. WAIVER OF BREACH OF CONTRACT

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

45. CHANGE ORDERS

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

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

46. SEVERABILITY OF INVALID PROVISIONS

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

47. GOVERNING LAW

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

48. NOTICE

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

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

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. COOPERATION WITH FOIA COMPLIANCE

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

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

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

III. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 The following standards shall govern the construction of the proposed improvements:
 - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (the Water & Sewer Specs.); and
 - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2012; along with Supplemental Specifications and Recurring Special Provisions (collectively the “SSRBC”) as adopted by the Illinois Department of Transportation, January 1, 2013; and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised March, 2006.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. COOPERATION OF CONTRACTOR

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

4. PROSECUTION AND PROGRESS

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

- 4.1.1 The Contractor shall schedule his work such that all planting improvements shall be substantially completed within the current or next available planting season as defined on sheet 5 of the plans, and all other improvements by November 15, 2013. Substantial completion shall mean all work excluding management and monitoring activities. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.
- 4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.
- 4.1.3 The Contractor shall also make special note of the following work schedule requirements:
 - (a) See planting specifications on sheet 5 of the plans.
- 4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2 or 4.1.3 or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.
- 4.1.5 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.
- 4.1.6 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. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

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

- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply.

However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

IV. SPECIAL PROVISIONS

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

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

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

GENERAL SCOPE OF WORK

Description: The Hickory Court Drainage Improvements shall generally consist of the following:

- Remove undesirable and invasive plant species from the ditch banks.
- Fine grade eroded and bare areas and prepare the ground for seeding.
- Install 3" plugs and seed disturbed areas with native grasses and forbs.
- Protect seeded areas with the specified erosion control blanket.
- Install a split-rail wood fence around the north end of the ditch to provide safety for pedestrians and neighborhood children.
- Maintain and monitor native seed and plant areas for three years.

The Contractor shall guarantee all plant material to be in healthy and flourishing condition for a period of **three years** from the date of acceptance. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the Village may elect subsequent replacement or credit for that item.

SP-1 GENERAL CONSTRUCTION REQUIREMENTS

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

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.

If the project requires the phasing of construction, the contractor is to follow the phasing shown in the plan set. Any variations in the phasing plan shown on the plan set must be approved in writing by the Engineer before construction begins. The contractor will not be allowed to proceed to another phase without the approval of the Engineer. **The contractor will receive no additional compensation for constructing the project in phases.**

No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public, and access to **all** individual drives within the current work zone must be restored at the end of each workday, unless a Village-approved phasing plan shows otherwise.

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

SP-2 CONSTRUCTION STAKING AND RECORD DRAWINGS

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

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

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

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

Prior to final payment and within 28 calendar days of substantial completion, as determined in section III.4.1.1, the Contractor shall provide the Village with record drawings showing the elevations of all constructed storm and sanitary sewer manholes, catch basins, inlets, clean-outs, and any other structures defined by the Engineer as part of the project, including all rim elevations, and invert elevations of all pipes. Rim elevation of all curb structures shall be taken at the flowline of the gutter. Significant changes to the design plans shall also be depicted. Red-lined plans or electronically-generated as-built plans are acceptable. Digital copies of as-built drawings must also be provided (TIF files or approved equal), along with two full-sized paper copies. All work related to generating the as-built drawings shall be supervised by a licensed Illinois Land Surveyor.

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

CONSTRUCTION STAKING AND RECORD DRAWINGS,

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

SP-3 PRECONSTRUCTION VIDEOTAPING

Description: This work shall consist of furnishing all materials and labor required to perform a videotape survey of the construction limits, adjacent right-of-way, and adjacent structures bordering the work. This shall include, but not be limited to, existing buildings, garages, pavements, curb and gutter, sidewalks, fences, trees and landscaping. Two (2) copies of the videotape shall be furnished to the Village in DVD format. Videotaping shall be performed by a reputable company meeting the approval of the Village, in the presence of a representative of the Village, and shall be performed prior to the commencement of construction. The videotape survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

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

PRECONSTRUCTION VIDEOTAPING,

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

SP-4 ACCESS AND WATER SHUT-OFF NOTIFICATION

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.

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.

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

SP-5 EROSION AND SEDIMENTATION CONTROL

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

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

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

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

Basis of Payment: This work, except for erosion control blanket, shall be considered **INCIDENTAL** to the project. Erosion control blanket shall be paid for at the contract unit price per **SQUARE YARD** for:

EROSION CONTROL BLANKET (NAG S-75 OR EQUIVALENT)

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

SP-6 STREET SWEEPING AND DUST CONTROL

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

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

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

STREET SWEEPING AND DUST CONTROL,

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

SP-7 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

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

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

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

The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by **one sandbag per each barricade**. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by **eight sandbags per each barricade**.

The Contractor shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.

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

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

The Contractor shall maintain his operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given work day, the Contractor shall provide steel plates at street intersections and driveways. Prior to the end of a given work day, the pavement surface shall be temporarily restored.

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

No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday night at 4:30PM to Monday morning at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

As the condition and location of the work changes, the Contractor shall maintain all traffic control devices

and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

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

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

SP-8 SPLIT RAIL FENCE

Description: This work shall consist of furnishing and erecting split-rail fence as shown in the plans and as directed by the Engineer. The fence style shall be 3-rail fence with rectangular members. Round members will not be accepted.

Fence rails and posts shall be made of Premium Western Red Cedar, and shall be resistant to insects and rot and free of any chemicals or toxic preservatives and/or treatments. Dimensions for the fence shall be as follows:

Post Height:	6.5 feet (4.0 feet above finished grade / 2.5 feet bury depth)
Post Girth:	Minimum 18-inches
Post Foundation Depth:	Minimum 42-inches
Post Foundation Diam.:	12-inches
Post Spacing:	10 feet on-center
Rail Girth:	Minimum 12-inches
Rail Spacing:	10-inches clear space between rails (measured face to face)
Top Rail Position:	Top of rail 5-inches below top of post

Fence posts and rails shall be free of significant warping. Installation of the fence rails and posts shall not commence until the Engineer has inspected and approved the quality and condition of the fence materials.

Fencing shall be erected at the locations shown in the Plans and as directed by the Engineer. Posts and rails shall be installed true, plumb and level at the spacing and depths shown in the Plans. Posts shall be set in Class DS Portland Cement Concrete in accordance with Section 1020 of the SSRBC. Rails shall be secure in place. The use of explosive fasteners, screws, or nailing will not be allowed unless approved by the Engineer.

The Contractor shall submit shop drawings for review by the Engineer incorporating all aspects of the fence design, including fence post foundation design. Fence construction shall not commence until written approval has been obtained from the Engineer.

Any excess or waste material shall be disposed of offsite by the Contractor in accordance with Article 202.03 of the SSRBC.

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

SPLIT RAIL FENCE,

which price shall be payment in full for all work as specified herein and measured in-place based on the lineal footage of completed and accepted fence, measured along the face of rail from outside to outside of end posts for each continuous run of fence.

SP-9:IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS

Description: If construction activities will result in removal and disposal of excavation spoils, per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency, soil sampling and analysis, along with certification from a licensed professional engineer (PE) or licensed professional geologist (PG) that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) facility acceptance. However, if the subject property has never been used for industrial or commercial purposes, and is not adjacent to Potentially Impacted Properties (PIP's), then the site owner or operator may certify that the soil is uncontaminated by use of IEPA form LPC-662.

To facilitate meeting the above requirements, the Village may supply a signed LPC-662 form. The LPC-662 shall not be considered a guarantee that excavated material shall meet the requirements of Illinois Public Act 96-1416, and the Contractor shall be responsible for satisfactory removal and disposal of all material as specified herein. No additional environmental testing of the existing on-site material may be performed without prior written permission from the Engineer. In the event that Contractor performs any additional testing without the written permission of the Engineer, Contractor will be required to properly and legally dispose of all material from the project site, regardless of its suitability for disposal in a CCDD facility, at his own expense, without any additional payment for testing, hauling and disposal as specified below.

The Village anticipates that one or more of the following CCDD facilities will accept material from this project:

- Reliable Lyons CCDD, 4226 Lawndale Ave, Lyons, IL 60534
- Hanson Material Service, 125 N Independence Blvd Romeoville, IL 60446
- Bluff City Materials, 1245 Gifford Rd, Elgin, IL 60120
- EF Heil, 12152 South Naper Plainfield Road, Plainfield, IL 60585

Contractor shall consult with these facilities prior to submitting a bid for this project. Contractor shall base his bid on hauling all CCDD generated by this project to these facilities. No additional compensation will be allowed for hauling to any other facilities, for any reason, unless none of the above listed facilities will accept the material. If an alternate facility was approved by the Village prior to bid submittal, and that facility will no longer accept the material, the facilities listed above shall be used by the Contractor at no additional cost to the Village, unless none of the above facilities will accept the material. In the case where neither any of the above listed facilities, nor a pre-approved alternate facility, will accept the material, the Village and Contractor shall attempt to locate an alternate facility, unless the material is classified as unsuitable for disposal in a CCDD facility, in which case it shall be hauled to a landfill and paid for as specified below. Should the Contractor wish to haul material to an alternate facility, the name, location and contact information for the proposed facility shall be submitted to the Village for evaluation, a minimum of five (5) calendar days prior to submission of a bid. Any costs associated with additional sampling, analysis, and/or reporting to meet the acceptance requirements of the alternate facility shall be borne by the bidding Contractor and included within the Contractor's bid. By submitting a bid, Contractor agrees that at least one (1) of the above listed facilities, or an alternate facility approved by the Village in writing prior to the submission of the bid, will accept the material and shall be used for disposal of all CCDD from this project, unless otherwise determined to be non-hazardous special waste as specified below. In the event that the Contractor needs to alter the CCDD facility used for placement of excavated material, the Contractor shall notify the Engineer no later than three (3) days in advance of the planned alteration. In no event shall material be hauled to an alternate facility without the written permission of the Engineer.

Construction Requirements: The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, dirt, and debris generated or discovered in the course of the work. Removal and disposal of excavation items being disposed of at a clean construction and demolition debris

(CCDD) facility shall meet the requirements of Public Act 96-1416. This work shall be incidental and shall not be paid for separately, with the exception of the **ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE** as specified below.

The temporary storing of excavated materials within the public right-of-way or project limits shall not be allowed unless approved by the Engineer. It shall be the Contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The Village will not provide one.

The Contractor shall employ a licensed testing firm, as approved by Engineer, to screen each truck-load of material on-site, using a PID or FID field screen or other acceptable method. The PID shall be calibrated on a daily basis. The Contractor shall enter all truck-loads leaving the site into an on-site screening log including, but not limited to, project name, date, time, weather conditions, name of screener, hauling company, truck number, screening method, background PID reading, calibrated PID reading, truck/bucket PID reading, and description of materials screened. Each day prior to the first truck leaving the site, Engineer and Contractor's testing consultant shall agree on the allowable PID reading in accordance with the receiving CCDD facility procedures (typically 0.0 or daily background levels). The receiving CCDD facility may be consulted daily, or periodically, as needed to verify that the appropriate value is being used. If said screen indicates levels that will be unacceptable for disposal at the CCDD facility, the material shall be quarantined on-site for further evaluation. If material is rejected at the CCDD facility, it shall be returned to the project site and quarantined for further evaluation. No additional compensation shall be allowed for returning a rejected load back to the project site. Should it be determined by the Village or Village's agent that the material is not suitable for disposal in a CCDD facility, the Contractor shall be responsible for properly disposing of the material at an acceptable landfill, and providing the Village with all of the proper paperwork to document the material disposal with the IEPA. This work shall be paid for as specified below. If a truck-load is rejected by a CCDD facility after leaving the project site, and said truck-load is not identified in the on-site screening log, the Contractor shall still be required to properly dispose of the material and provide the Village with the necessary documentation, but shall not be additionally compensated as specified below.

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

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

ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE,

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

SP-10: QUALIFICATIONS OF BIDDER

In addition to those requirements set forth in Section 10.1 above, in order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including native plant installation and establishment. The Bidder must submit the following information for itself and for each Sub-Contractor which is proposed for plant work, management and monitoring work, and installation of split rail fencing:

a. Similar Project Experience

- i. Bidder must provide detailed information regarding past similar projects performed by the submitting firm within the past five (5) years.
- ii. Bidder must submit a list of references of previous projects identifying the location of the work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact person.
- iii. Bidder must submit the Certification of Qualifications form with the Bid.

- b. Proposed Project Team - identify a project manager and full-time onsite construction supervisor (can be the same person), with qualifications. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.

SP-11 MANAGEMENT AND MONITORING ACTIVITIES, (YEAR)

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

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

The Contractor shall notify the Engineer a minimum of 48 hours prior to any onsite activities.

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

The Contractor shall irrigate all plantings and seed during the 3-year maintenance period to ensure maximum survivorship. All watering shall be considered incidental to management and monitoring activities.

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

The Contractor shall conduct chemical and/or mechanical weed control activities in all planting and seeding areas for a three-year period following planting/seeding. Herbicide shall be applied by State Licensed Operator or Applicator with familiarity and experience conducting weed eradication within natural areas and wetlands. A copy of valid license (State of Illinois Department of Agriculture Pesticide Applicator or Operator) shall be provided to the Engineer prior to weed control activities. The Contractor shall perform herbiciding activities necessary to achieve project performance standards (see PERFORMANCE STANDARDS requirements below). Weed control may also require manual methods such as supplemental cutting of seed heads prior to seedset for preventing seed reproduction. The herbicide application periods are generally defined as follows:

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

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

<u>Target Species</u>	<u>Early Spring</u>	<u>Early Summer</u>	<u>Late Summer</u>	<u>Fall</u>
Red/white clover	☒	☐	☐	☒
Reed canary grass	☒	☐	☐	☒
Field/bull thistles	☐	☒	☐	☐
Cattails	☒	☐	☒	☐
White/yellow sweet clover	☐	☒	☐	☐
Teasel	☐	☒	☐	☐
Common reed	☐	☐	☒	☒

Sandbar willow	☒	☐	☐	☒
Purple Loosestrife	☐	☒	☐	☐
Other _____	☒	☒	☒	☒

PERFORMANCE STANDARDS

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

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

Performance Standards

- Within three months of cover crop seeding and/or permanent seeding, at least 90% vegetative coverage shall be achieved in the zone proposed for the Short Grass Prairie. In addition, no area within the Short Grass Prairie area shall be devoid of vegetation greater than 0.5 square meters at any point during the three year period; after the first three month establishment period.
- The following minimum coverage standards consisting of native, noninvasive species within the Short Grass Prairie Zone; 20% by the end of the first growing season.
- At the end of the third growing season, none of the three most dominant plant species may be non-native species, cattails (*Typha* spp.), or common reed (*Phragmites australis*).
- At the end of the third growing season, relative coverage of reed canary grass, purple loosestrife, and common reed in aggregate cannot exceed 5%.

MONITORING AND REPORTING

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

Qualifications

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

The ecology person(s) must the ability to read, interpret and analyze construction plans, specifications and manuals; identify the species and condition of all installed plant material; communicate effectively in oral and written form; and maintain effective working relationships.

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

Requirements

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

- The Contractor shall conduct a floristic inventory of all plant communities in the restoration areas twice per year during the management and monitoring period using the meander search method over the entire site. The first floristic inventory shall be conducted during May/June and the second shall be performed in August/September. The data collected shall be analyzed and evaluated using the Floristic Quality Assessment (FQA) Computer Program.
- The Contractor shall maintain photo documentation of site conditions and activities conducted throughout the management period. In addition, the Contractor shall establish several permanent photo points on site to document changes to each area throughout the management period. These photos shall be incorporated into annual monitoring reports.
- The Contractor shall prepare and submit an annual monitoring report to the Engineer by January 31 each year, following the first growing season. The monitoring report must document the vegetation and hydrologic data collected during the years' monitoring inspections. The annual report must include a review of site progression towards meeting the performance standards and propose any necessary remedial actions. More specifically, the monitoring report must contain the following information, which will be based on data collected during the monitoring inspections:
 - A vegetation map exhibit based on as-built survey prepared following completion of planting activities shall be submitted with the first year monitoring report. The exhibit must define the limits of the various plant communities and indicate the dominant species within each community. Locations of photostations should also be included.
 - A summary of management activities conducted during each year, including a description of the activities, dates, areas treated, herbicide logs, and results.
 - Representative photographs depicting general site conditions.
 - Evaluate the status of the restoration area relative to the performance standards.
 - Prepare a plan and schedule of management activities for the following year.

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

MANAGEMENT AND MONITORING ACTIVITIES, (YEAR)

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

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

SP-12 SEED INSTALLATION, NATIVE GRASSES AND FORBES

Description: This work shall be performed in accordance with planting specifications shown on the plans and as stated herein.

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

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

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

The Contractor shall furnish, transport, and install the Grasses and Forbes Seed Mix in the areas shown on the Restoration Plan.

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

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

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

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

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

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

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

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

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

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

Full maintenance shall be provided per special provision number eleven (SP-11).

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

SEED INSTALLATION, NATIVE GRASSES AND FORBES

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

SP-13 PLANT INSTALLATION, 3" PLUGS

Description: This work shall be performed in accordance with planting specifications shown on the plans and as stated herein.

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

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

Species selection shall be in accordance with the tables shown on the Restoration Plan. Substitutions shall not be acceptable unless previously approved by the Engineer. **A final list of selections and approximate planting plan shall be submitted to the Engineer for approval at least one week prior to plant purchase.**

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

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

The Contractor shall notify the Engineer 24 hours prior to planting - no plants shall be installed prior to approval of the Engineer. All plants shall be installed at intervals shown on the plans. Holes shall be dug large enough to allow spreading of roots. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water thoroughly after planting, taking care not to cover plant crowns with wet soil. Plants shall be protected from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

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

Full maintenance shall be provided per special provision number eleven (SP-11).

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

PLANT INSTALLATION, 3" PLUG

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

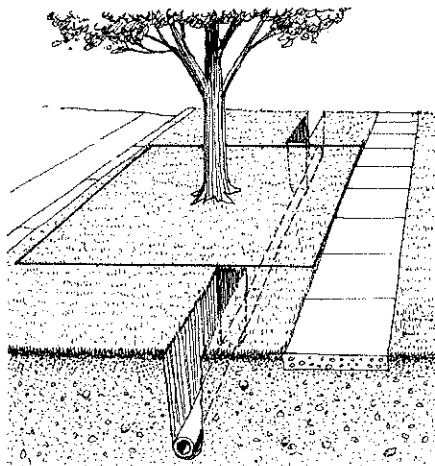
SP-14 TREE PROTECTION

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

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, regrading of the parkway or excavation unless specifically noted on the project plan sheets.

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



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.

For projects that involve excavations of two (2) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roundway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.

Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

To avoid damage to the CRZ, utilities must be augered underneath the public parkway trees. Excavation pits for augering equipment are to be outside the fenced area and are to be shown on the project plan sheets. Excavation pits for roundway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.

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.

In addition to fines and citations that may be assessed for violations of any 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.

The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the damage

shall be deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

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

TREE PROTECTION,

which price shall be payment in full for the work as specified herein, except tree removal as defined by the standard specifications, which will be paid for separately.

U. S. Army Corps of Engineers Authorization of Drainage Improvement Letter

U. S. Army Corps of Engineers Soil and Erosion Control Plan for Drainage Improvement Letter

U. S. Army Corps of Engineers General Conditions

Contractor Obligations: Contractor shall abide by all requirements specified by the USACE per the documents below to ensure protection of aquatic resources. Any materials and/or labor required to meet these requirements shall be incidental to the contract.



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

April 24, 2012

Technical Services Division
Regulatory Branch
LRC-2012-00216

SUBJECT: Authorization for Drainage Improvements to 35th Street and Hickory Court in the Village of Downers Grove, DuPage County, Illinois

James Tock
Village of Downers Grove, Public Works Department
5101 Walnut Avenue
Downers Grove, Illinois 60515

Dear Mr. Tock:

The U.S. Army Corps of Engineers, Chicago District, has completed its review of your notification for authorization under the Regional Permit Program (RPP), submitted on your behalf by James J. Benes & Associates, Inc. This office has verified that your proposed activity complies with the terms and conditions of Regional Permit RP8 (Utility Projects), RP7 (Temporary Construction Activities) and the overall RPP under Category I of the Regional Permit Program dated April 1, 2007. The activity may be performed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP.

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans entitled "35th and Hickory Court Drainage Improvements" dated March 16, 2012, prepared by James J. Benes & Associates, Inc. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the Kane-DuPage Soil and Water Conservation District's (SWCD) written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site. You shall notify this office and the SWCD of any changes or modifications to the approved plan set. Please be aware that field conditions during project construction may require the implementation of additional SESC measures for further protection of aquatic resources. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.

Village of Downers Grove – Hickory Ct Drainage Improvements (SW-067B-11)

You shall complete the following requirements:

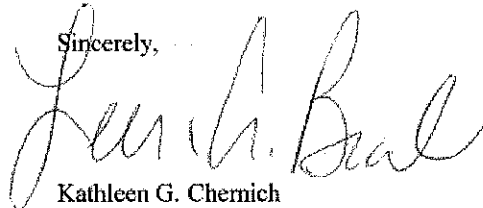
1. You shall schedule a preconstruction meeting with SWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site.
2. You shall notify the SWCD of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.

This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA for this RP. Enclosed are the IEPA Section 401 Water Quality Certification conditions. If you have any questions regarding Section 401 certification, please contact Mr. Dan Heacock at IEPA Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-3362.

For a complete copy of the RPP program or any additional information on the RPP program, please access our website: www.lrc.usace.army.mil/co-r. Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Stasi Brown of my staff by telephone at 312-846-5544, or email at stasi.f.brown@usace.army.mil.

Leesa A. Beal
Chief, Regulatory Branch
Chicago District

Sincerely,



Kathleen G. Chernich
Chief, East Section
Regulatory Branch

Enclosures

Copy Furnished w/out Enclosures:

DuPage County DEC (Jen Boyer)
James J. Benes and Associates, Inc. (David Koldoff)



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

April 24, 2012

Technical Services Division
Regulatory Branch
LRC-2012-00216

SUBJECT: Soil Erosion and Sediment Control Plans for Drainage Improvements to 35th Street
and Hickory Court in Downers Grove, DuPage County, Illinois

James Tock
Village of Downers Grove, Public Works Department
5101 Walnut Avenue
Downers Grove, Illinois 60515

Dear Mr. Tock:

The U.S. Army Corps of Engineers, Chicago District, has received your notification for authorization under the Regional Permit Program and has assigned LRC-2012-00216 as its reference number. This number will be used on all future correspondence regarding your notification.

Following a preliminary evaluation of your project, the District has determined that your project's soil erosion and sediment control plans shall be reviewed by the County Soil and Water Conservation District (SWCD) listed below.

Kane/DuPage SWCD
Attn: Kelsey Musich
2315 Dean Street
St. Charles, IL 60175
(630) 584-7961

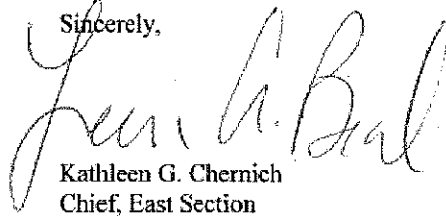
Please contact the SWCD as soon as possible to obtain information on the application process required to review your plans. The submission of your plans to this agency and a determination that these meet technical standards is required in accordance with General Condition 4 of the Regional Permit Program.

You are advised not to undertake any activity in connection with the proposed activity in any water of the United States until authorization under the RPP has been obtained. Any work related to the proposed project undertaken on upland is done so at your own risk and will not prejudice the processing of your notification.

- 2 -

Please visit our website at <http://www.lrc.usace.army.mil/co-r/sesc.htm> for further information regarding the SESC program. If you have any questions, please contact Stasi Brown of my staff by telephone at 312-846-5544, or email at stasi.f.brown@usace.army.mil.

Sincerely,



Kathleen G. Chernich
Chief, East Section
Regulatory Branch

Copy Furnished:

Kane/DuPage SWCD (Kelsey Musich)
James J. Benes & Associates, Inc. (David Koldoff)

Leesa A. Beal
Chief, Regulatory Branch
Chicago District



U.S. Army Corps of Engineers
Chicago District

General Conditions **Applicable to all Regional Permits**

The permittee shall comply with the terms and conditions of the Regional Permits and the following general conditions for all activities authorized under the RPP:

1. State 401 Water Quality Certification - Water quality certification under Section 401 of the Clean Water Act is required from the Illinois Environmental Protection Agency (IEPA). The District may consider water quality, among other factors, in determining whether to exercise discretionary authority and require an individual permit. Please note that Section 401 Water Quality Certification is a requirement for projects issued under Section 404 of the Clean Water Act. Projects issued under Section 10 of the Rivers and Harbors Act of 1899 do not require Section 401 Water Quality Certification (see APPENDIX B).

On January 31, 2007, the IEPA granted Section 401 certification, with conditions, for all Regional Permits, except for activities in certain waterways noted under RPs 4 and 8. The following conditions of the certification are hereby made conditions of the RPP:

1. The applicant shall not cause:
 - a) violation of applicable water quality standards of the Illinois Pollution Control Board Title 35, Subtitle C: Water Pollution Rules and Regulations;
 - b) water pollution defined and prohibited by the Illinois Environmental Protection Act; or
 - c) interference with water use practices near public recreation areas or water supply intakes.
2. The applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.
3. Any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all State statutes, regulations and permit requirements with no discharge to waters of the State unless a permit has

Village of Downers Grove – Hickory Ct Drainage Improvements (SW-067B-11)

been issued by the Illinois EPA. Any backfilling must be done with clean material placed in a manner to prevent violation of applicable water quality standards.

4. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent soil erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Stormwater Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of (1) one or more acres, total land area. An NPDES Stormwater Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Illinois EPA's Division of Water Pollution Control, Permit Section.
5. The applicant shall implement erosion control measures consistent with the Illinois Urban Manual (IEPA/USDA, NRCS; 2002 latest version).
6. The applicant is advised that the following permits(s) must be obtained from the Illinois EPA: The applicant must obtain permits to construct sanitary sewers, water mains, and related facilities prior to construction.
7. Backfill used in the stream-crossing trench shall be predominantly sand or larger size material, with <20% passing a #230 U.S. sieve.
8. Any channel relocation shall be constructed under dry conditions and stabilized to prevent erosion prior to the diversion of flow. [Applicable only to projects which propose to relocate stream channels.]
9. The proposed work shall be constructed with adequate erosion control measures (i.e., silt fences, straw bales, etc.) to prevent transport of sediment and materials to the adjoining wetlands and/or streams.
10. Backfill used within trenches passing through surface waters of the State, except wetland areas, shall be clean course aggregate, gravel or other material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material may be used only if:
 - a) particle size analysis is conducted and demonstrates the material to be at least 80% sand or larger size material, using #230 U.S. sieve; or
 - b) excavation and backfilling are done under dry conditions.
11. Backfill used within trenches passing through wetland areas shall consist of clean material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material shall be used to the extent practicable, with the upper six (6) to twelve (12) inches backfilled with the topsoil obtained during trench excavation.

12. Any applicant proposing activities in a mined area or previously mined area shall provide to the IEPA a written determination regarding the sediment and materials used which are considered "acid-producing material" as defined in 35 Il. Adm. Code, Subtitle D. If considered "acid-producing material," the applicant shall obtain a permit to construct pursuant to 35 Il. Adm. Code 404.101.
 13. Asphalt, bituminous material and concrete with protruding material such as reinforcing bar or mesh shall not be 1) used for backfill, 2) placed on shorelines/stream banks, or 3) placed in waters of the State.
 14. Applicants that use site dewatering techniques in order to perform work in perennial streams for construction activity approved under Regional Permits 1 (Residential, Commercial and Institutional Developments), 2 (Recreation Projects), 3 (Transportation Projects), 7 (Temporary Construction Activities), Permit 9 (Maintenance) or 12 (Bridge Scour Protection) shall maintain flow in the stream during such construction activity by utilizing dam and pumping, fluming, culverts or other such techniques.
 15. In addition to any action required of the Regional Permit 13 (Cleanup of Toxic and Hazardous Materials Projects) applicant with respect to the "Notification" General Condition 21, the applicant shall notify the Illinois EPA Bureau of Water, of the specific activity. This notification shall include information concerning the orders and approvals that have been or will be obtained from the Illinois EPA Bureau of Land (BOL) for all cleanup activities under BOL jurisdiction, or for which authorization or approval is sought from BOL for no further remediation. This Regional Permit is not valid for activities that do not require or will not receive authorization or approval from the BOL.
 16. This Regional Permit is not valid for utility line projects under Regional Permits 1 (Residential, Commercial and Institutional Developments) and 2 (Recreation Projects) in the water bodies listed under Regional Permit 8 (Utility Line Projects).
2. Threatened and Endangered Species - If the District determines that the activity may affect Federally listed species or critical habitat, the District will initiate Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) in accordance with the ESA. Applicants may provide additional information that would enable the District to conclude that the proposed action is not likely to adversely affect a federally listed species. Applicants are encouraged to obtain information on threatened or endangered species and their critical habitats from the USFWS at the earliest stages of project planning

The application packet must include a letter from the USFWS indicating whether any species listed under the Endangered Species Act of 1973 may be present in areas affected (directly or indirectly). You may request such a letter by writing to:

Attention: Field Supervisor
Chicago Field Office
U.S. Fish and Wildlife Service
1250 South Grove Avenue, Suite 103
Barrington, Illinois 60010

The consultation process will involve the following procedures: After an applicant (or their agent) submits a written request to the USFWS for information on the presence of listed species within a project area, the USFWS will send a reply to the applicant (and/or their agent) and the District. If the USFWS indicates that listed species may be present or that suitable habitat for the species may be in the area, or the project may have adverse effects on the listed species, informal discussions to resolve concerns among the applicant, the District and the USFWS may begin. The applicant can submit additional information, which may allow the USFWS to conclude that the project is unlikely to adversely affect a listed species. If all issues pertaining to endangered and threatened species have been resolved through the consultation process and to the satisfaction of the District and the USFWS, the District may, at its discretion, authorize the activity under the RPP. The time frame for informal discussions will vary, but efforts will be made by all parties to keep a planned schedule. If issues are not resolved, the analysis of the situation is complicated, or impacts to listed species are found to be greater than minimal, the District shall consider reviewing the project under the Individual Permit process.

3. Historic Properties - No activity is authorized under the RPP if the activity will affect properties listed, or properties eligible for listing, in the National Register of Historic Places, in accordance with the provisions of 33 CFR Part 325, Appendix C and Section 106 of the National Historic Preservation Act. Federal agencies should follow their own procedures for compliance with the requirements of the National Historic Preservation Act and other Federal historic preservation laws. Non-federal applicants should notify the District if the activity may affect historic properties which are listed, determined eligible for listing, or which the applicant has reason to believe may be eligible for listing, on the National Register of Historic Places in the project area. If the District determines that the activity may potentially affect a historic property, or a property eligible for listing, the activity shall not be authorized under the RPP and an individual permit will be required. The District will take into account the effects on such properties in accordance with 33 CFR Part 325, Appendix C. If all issues pertaining to historic properties have been resolved through the consultation process to the satisfaction of the District, Illinois Historic Preservation Agency (IHPA) and Advisory Council on Historic Preservation, the District may, at its discretion, authorize the activity under the RPP instead of an individual permit. Applicants are encouraged to obtain information on historic properties from the IHPA and the National Register of Historic Places at the earliest stages of project planning. For information, contact:

Illinois Historic Preservation Agency
1 Old State Capitol Plaza
Springfield, Illinois 62701-1507
(217) 782-4836

4. Soil Erosion and Sediment Control - Measures shall be taken to control soil erosion and sedimentation at the project site to ensure that sediment is not transported to waters of the U.S. during construction. Soil erosion and sediment control measures shall be implemented before initiating any clearing, grading, excavating or filling activities. All temporary and permanent soil erosion and sediment control measures shall be maintained throughout the construction period and until the site is stabilized. All exposed soil and other fills, and any work below the ordinary high water mark shall be permanently stabilized at the earliest practicable date.

Applicants are required to prepare a soil erosion and sediment control (SESC) plan. The plan shall be designed in accordance with the Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control ("Green Book", latest version, except chapter 6). Practice standards and specifications for measures outlined in the soil erosion and sediment control plans will follow the latest edition of the "Illinois Urban Manual: A Technical Manual Designed for Urban Ecosystem Protection and Enhancement." Additional Soil Erosion and Sediment Control (SESC) measures not identified in the "Green Book" may also be utilized upon District approval.

At the District's discretion, an applicant may be required to submit the SESC plan to the local Soil and Water Conservation District (for activities in Cook, DuPage, Kane, McHenry and Will Counties), or the Stormwater Management Commission (for activities in Lake County) for review. When the District does require submission of an SESC plan, the following applies: An activity may not commence until the SESC plan for the project site has been reviewed; The SWCD/SMC will review the plan and provide a written evaluation of its adequacy; A SESC plan is considered acceptable when the SWCD/SMC has found it meets technical standards. Once this determination has been made, the authorized work may commence unless the SWCD/SMC has requested that they be notified prior to commencement of the approved plans. The SWCD/SMC may attend pre-construction meetings with the permittee and conduct inspections during construction to determine compliance with the plans. Applicants are encouraged to begin coordinating with the appropriate SWCD/SMC office at the earliest stages of project planning. For information, contact:

Kane/DuPage SWCD
2315 Dean Street, Ste. 100
St. Charles, IL 60174
(630) 584-7961

Will/South Cook SWCD
1201 Gougar Road
New Lenox, IL 60451
(815) 462-3106

McHenry County SWCD
1648 South Eastwood Dr.
Woodstock, IL 60098
(815) 338-0099

North Cook SWCD
899 Jay Street
Streamwood, IL 60120
(847) 468-0071

Lake County SMC
333-B Peterson Road
Libertyville, IL 60048
(847) 918-5260

5. Floodplain - Discharges of dredged or fill material into waters of the United States within the 100-year floodplain (as defined by the Federal Emergency Management Agency) resulting in permanent above-grade fills shall be avoided and minimized to the maximum extent practicable. When such an above-grade fill would occur, the applicant may need to obtain approval from the Illinois Department of Natural Resources, Office of Water Resources, (IDNR-OWR) which regulates activities affecting the floodway and local government (e.g., Village or County) with jurisdiction over activities in the floodplain. Compensatory storage may be required for fill within the floodplain. Applicants are encouraged to obtain information from the IDNR-OWR and local government with jurisdiction at the earliest stages of project planning. For information on floodway construction, contact:

IDNR/OWR
36 S. Wabash, Suite 1415
Chicago, Illinois 60603
(312) 793-3123

Village of Downers Grove – Hickory Ct Drainage Improvements (SW-067B-11)

For information on floodplain construction, please contact the local government and/or the Federal Emergency Management Agency. Pursuant to 33 CFR 320.4 (j), the District will consider the likelihood of the applicant obtaining approval for above-ground permanent fills in floodplains in determining whether to issue authorization under the RPP.

6. Navigation - No activity may cause more than minimal adverse effects on navigation.

7. Proper Maintenance - Any authorized structure or fill shall be properly maintained, including that necessary to ensure public safety.

8. Aquatic Life Movements - No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including species that normally migrate through the area, unless the activity's primary purpose is to impound water.

9. Equipment - Heavy equipment working in wetlands shall be placed on mats or, other measures such as low-ground pressure equipment shall be taken to minimize soil disturbance.

10. Wild and Scenic Rivers - No activity may occur in a component of the National Wild and Scenic River System or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status. Information on Wild and Scenic Rivers may be obtained from the appropriate land management agency in the area, such as the National Park Service and the U.S. Forest Service.

11. Tribal Rights - No activity or its operation may impair reserved tribal rights, such as reserved water rights, treaty fishing and hunting rights.

12. Water supply intakes - No discharge of dredged or fill material may occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.

13. Shellfish production - No discharge of dredged or fill material may occur in areas of concentrated shellfish production.

14. Suitable material - No discharge of dredged or fill material may consist of unsuitable material and material discharged shall be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). Unsuitable material includes trash, debris, car bodies, and asphalt.

15. Spawning areas - Discharges in spawning areas during spawning seasons shall be avoided to the maximum extent practicable.

16. Obstruction of high flows - Discharges shall not permanently restrict or impede the passage of normal or expected high flows. All crossings shall be culverted, bridged or otherwise designed to prevent the restriction of expected high water flows, and shall be designed so as not to impede low water flows or the movement of aquatic organisms.

17. Impacts from impoundments - If the discharge creates an impoundment of water adverse impacts on aquatic resources caused by the accelerated passage of water and/or the restriction of its flow shall be avoided to the maximum extent practicable.

18. Waterfowl breeding areas - Discharges into breeding areas for migratory waterfowl shall be avoided to the maximum extent practicable.

19. Removal of temporary fills - Any temporary fill material shall be removed in its entirety and the affected area returned to its pre-existing condition.

20. Mitigation - Impacts to waters of the U.S. shall be avoided and minimized to the maximum extent practicable at the project site. Avoidance and minimization shall be attempted before compensatory wetland mitigation is considered. Compensatory mitigation will be accomplished by establishing a minimum ratio of 1.5 acres of mitigation for every 1.0 acre of waters of the U.S. impacted by the project. Furthermore, the District has the discretion to require additional mitigation to ensure that the impacts are no more than minimal. Mitigation shall be consistent with the Memorandum of Agreement (MOA) between the Department of the Army and the Environmental Protection Agency Concerning the Determination of Mitigation under the Clean Water Act Section 404(b) (1) Guidelines. Mitigation may consist of the following, listed in order of preference: restoration of historic wetlands that are currently non-wetlands because of drainage or other alterations; enhancement of existing aquatic resources through various actions such as modification of hydrology, introduction of appropriate native species, invasive species removal, and other management measures; creation of aquatic resources in historically upland areas; and, preservation of existing aquatic resources through real estate acquisition strategies. Careful consideration shall be given to the likelihood of sustainability, practicability, availability, and reliability of compensatory mitigation. Off-site wetland mitigation may be considered where the long-term success of on-site mitigation is uncertain.

21. Notification - The applicant shall provide written notification (i.e., a complete application) for a proposed activity to be authorized under the RPP prior to commencing a proposed activity. The District's receipt of the complete application is the date when the District receives all required notification information from the applicant (see below). If the District does not provide a written response to the applicant within 45 calendar days following receipt of a complete application, the applicant may presume the proposed activity qualifies for the requested Regional Permit(s), provided the activity complies with the terms and conditions of the RPP. If the District informs the applicant within 45 calendar days that the notification is incomplete (i.e., not a complete application), the applicant shall submit to the District in writing, the requested information to be considered for review under the Regional Permit Program. A new 45-day review period will commence when the District receives the requested information. Applications that involve unauthorized activities that are completed or partially completed by the applicant are not subject to the 45-day review period.

For all activities, notification will include:

- a. A cover letter providing a detailed description of the proposed activity, a clear project purpose and need statement, the Regional Permit(s) to be used for the activity, the area (in acres) of waters of the U.S. to be impacted, and a statement that the terms and conditions of the RPP will be followed;

Village of Downers Grove – Hickory Ct Drainage Improvements (SW-067B-11)

- b. A completed joint application form (NCR Form 426, Protecting Illinois Waters) signed by the applicant or agent. If the agent signs, notification shall include a signed, written statement from the applicant designating the agent as their representative;
- c. A delineation of waters of the U.S., including wetlands, for the project area, and for areas adjacent to the project site (off-site wetlands shall be identified through the use of reference materials including review of local wetland inventories, soil surveys and the most recent available photography), shall be prepared in accordance with the current Corps of Engineers methodology and generally conducted during the growing season.* For sites supporting wetlands, the delineation shall include a Floristic Quality Assessment (Swink and Wilhelm, 1994, latest edition, Plants of the Chicago Region). The delineation shall also include information on the occurrence of any high-quality aquatic resources, and a listing of waterfowl and amphibian species observed while at the project area. The District will exercise their judgment when it comes to the submittal of wetland delineation. Flexibility of the requirements may be determined by the District on a case-by-case basis only.
- d. A map showing the location of the project area;
- e. Full-size preliminary engineering drawings (8 1/2" x 11" reduced-sized for Category II projects only) showing all aspects of the proposed activity and the location of waters of the U.S. to be impacted and not impacted. The plans shall include grading contours and proposed and existing structures such as buildings footprints, roadways, road crossings, stormwater management facilities, utilities, construction access areas and details of water conveyance structures. The drawings shall also depict buffer areas, outlots or open space designations, best management practices, deed restricted areas, and restoration areas, if required under the specific RP;
- f. Submittal of soil erosion and sediment control (SESC) plans that identify all SESC measures to be instituted during construction of the project;
- g. The application must include a letter from the U.S. Fish and Wildlife Service (Service) indicating whether any species listed under the Endangered Species Act of 1973, as amended (Act), may be present within areas affected (directly or indirectly) by the proposed project. This letter should be dated within one year of the submission date of the application packet to the District. The District will use this and other available information to determine whether the proposed project may adversely affect a federally listed species. If the District believes that a listed species may be adversely affected we will begin discussions with the Service, and will include the applicant or their consultant in these discussions. If appropriate, the District will request formal

* If a wetland delineation is conducted outside the growing season, the District will determine on a case-by-case basis whether sufficient evidence is available to make an accurate determination. If the District finds that delineation lacks sufficient evidence, the application will not be considered complete until such time the information is provided. This may involve re-delineating the project site during the growing season.

consultation from the Service pursuant to section 7 of the Act on the proposed project. The District will not issue a permit to an applicant until the consultation process is completed;

- h. A signed statute of limitations tolling agreement (if application is after-the-fact);
- i. A discussion of measures taken to avoid and/or minimize impacts to aquatic resources on the project site;
- j. A compensatory mitigation plan for all impacts to waters of the U.S., (if compensatory mitigation is required under the specific RP); and
- k. Other items listed under the specific RP.

For Category II activities, the District will, upon receipt of a complete application, provide by facsimile transmission, email or other expeditious means), a pre-construction notice (PCN) which describes the proposed activity to the United States Fish & Wildlife Service (USFWS), United States Environmental Protection Agency (USEPA), Illinois Department of Natural Resources (IDNR), Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR) Illinois Environmental Protection Agency (IEPA), Illinois Historic Preservation Agency (IHPA), Illinois Nature Preserves Commission (INPC) and U.S. Coast Guard (Section 10 activities only). These agencies will then have ten (10) calendar days from the date the PCN is transmitted to contact the District if they intend to provide substantive, site-specific comments. If so contacted by an agency, the District will grant an extension, not to exceed fifteen (15) calendar days for agency written comments before making a decision on the notification. The District will fully consider agency comments received within the specified time frame. If the District determines the activity complies with the terms and conditions of the RPP and impacts on aquatic resources are minimal, the District will notify the applicant in writing and include any special conditions deemed necessary. If the District determines that the impacts of the proposed activity are more than minimal, the District will notify the applicant that the project does not qualify for authorization under the RPP and instruct the applicant on the procedures to seek authorization under an individual permit.

22. Compliance Certification - Every permittee who has received authorization under the RPP from the District will submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the District with the authorization letter and will include: a) A statement that the authorized work was done in accordance with the District's authorization, including any general or specific conditions; b) A statement that any required mitigation was completed in accordance with the permit conditions and; c) The signature of the permittee certifying the completion of the work and mitigation.

23. Multiple use of Regional Permits - In any case where a Regional Permit is combined with any other Regional Permit to cover a single and complete project (except where prohibited under specific Regional Permits), the applicant shall notify the District in accordance with General Condition 21. If multiple Regional Permits are used, the total impact may not exceed the maximum allowed by the Regional Permit with the greatest impact threshold.

24. Other Restrictions - Authorization under the RFP does not obviate the need to obtain other Federal, State or local permits, approvals, or authorizations required by law nor does it grant any property rights or exclusive privileges, authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project.

Kane – Dupage Soil & Water Conservation District Approval Letter

Contractor Obligations: Contractor shall abide by all requirements specified by the KDSWCD per the document below to ensure protection of aquatic resources. Any materials and/or labor required to meet these requirements shall be incidental to the contract.

Kane – DuPage Soil & Water Conservation District



August 13, 2012

Jim Dameli
James J. Benes and Associates, Inc.
950 Warrenville Road, Suite 101
Lisle, IL 60532

Corps Number: LRC 2012 00 216
KDSWCD File: 12e54
Approved Plan Set Dated: 8/13/2012

Dear Mr. Dameli:

I received your revised soil erosion and sedimentation control plan submittal for the 35th Street and Hickory Court Storm Improvements project located in Downers Grove, Illinois. Thank you for incorporating our comments into the plan, it will improve the quality of protection for the natural resources, both on and off site. This letter and a set of stamped plans located at the construction office on site, will serve to certify that the erosion and sediment control plans meet Technical Standards.

I will visit the site several times during the course of construction to assess compliance with the specifications and will be glad to address specific issues that may arise during the course of construction.

Sincerely,

A handwritten signature in cursive script, appearing to read "Candice Jacobs".

Candice Jacobs, CPESC
Resource Conservationist
Kane-DuPage Soil and Water Conservation District

ECC: Stasi Brown, USACE

2315 Dean Street, Suite 100 St. Charles, Illinois 60175 (630) 584-7961x3 Fax: (630) 584-9534
www.kanedupageswcd.org

All programs and services of the Kane-DuPage SWCD are offered on a nondiscriminatory basis, without regard to race, color, national origin, religion, sex, marital status, or handicap.

V. BID and CONTRACT FORM (Village)

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

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

BIDDER:

Homer Environmental, LLC

Company Name

08/30/2013

Date

14000 Archer Ave

Street Address of Company

Carla@homertree.com

E-mail Address

Lockport, IL 60441

City, State, Zip

Carla Waldvogel

Contact Name (Print)

815-512-7018

Business Phone

815.693.7442

24-Hour Telephone

815-838-6027

Business Fax

Ronald Reposh

Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Ronald Reposh, President

Print Name & Title

Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

V. BID and CONTRACT FORM (Contractor)

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

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

BIDDER:

Homer Environmental, LLC

Company Name

08/30/2013

Date

14000 Archer Ave

Street Address of Company

E-mail Address

Lockport, IL 60441

City, State, Zip

Carla Waldvogel

Contact Name (Print)

815-512-7018

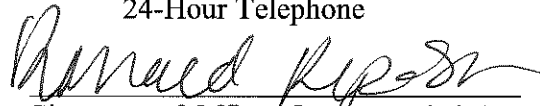
Business Phone

815-693-7442

24-Hour Telephone

815-838-6027

Business Fax



Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Ronald Reposh, President

Print Name & Title

Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

SCHEDULE OF PRICES:

Demolition & Debris Removal					
ITEM	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
67100100	MOBILIZATION	L SUM	1	\$1,000.00	\$1,000.00
SP-2	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	\$4,000.00	\$4,000.00
SP-3	PRECONSTRUCTION VIDEOTAPING	L SUM	1	\$1,500.00	\$1,500.00
SP-6	STREET SWEEPING AND DUST CONTROL	HOUR	6	\$200.00	\$1,200.00
SP-14	TREE PROTECTION	FOOT	100	\$4.00	\$400.00
SP-9	ADDITIONAL HALLING SURCHARGE, NON-HAZARDOUS SPECIAL	LOAD	5	\$400.00	\$2,000.00
				Subtotal	\$10,100.00
Pavement and Parkway Restoration Improvements					
ITEM	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
20200100	EARTH EXCAVATION	CU YD	10	\$250.00	\$2,500.00
SP-13	PLANTS INSTALLATION - 3" PLUGS	EACH	1022	\$4.25	\$4,343.50
SP-12	SEED INSTALLATION - NATIVE GRASSES AND FORBS	ACRE	0.2	\$2,500.00	\$500.00
SP-5	EROSION CONTROL BLANKET (NAG S-75 OR EQUIVALENT)	SQ YD	95	\$3.00	\$285.00
SP-8	SPLIT RAIL FENCE	FOOT	160	\$40.00	\$6,400.00
SP-11	MANAGEMENT AND MONITORING ACTIVITIES, YEAR 1	L SUM	1	\$5,000.00	\$5,000.00
SP-11	MANAGEMENT AND MONITORING ACTIVITIES, YEAR 2	L SUM	1	\$4,500.00	\$4,500.00
SP-11	MANAGEMENT AND MONITORING ACTIVITIES, YEAR 3	L SUM	1	\$4,000.00	\$4,000.00
				Subtotal	\$27,528.50
				TOTAL	\$37,628.50

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Hickory Ct. Drainage Improvements, Bidder Homer Environmental, LLC
(Name of Project) (Name of Bidder)
hereby certifies the following:

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

BIDDER'S CERTIFICATION (page 2 of 3)

BY: Ronald Reposh

Bidder's Authorized Agent

4	6	-	2	4	8	9	9	6	3
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____

Social Security Number



GRANT A. OOSTEMA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 07, 2015

Subscribed and sworn to before me

this 3 day of Sept., 2013.

Grant Oostema

Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: Ronald Reposh Ronald Reposh

Secretary: _____

Treasurer: _____

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

BIDDER'S CERTIFICATION (page 3 of 3)

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

(c) Sole Proprietor

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

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

INSURER'S NAME: _____

AGENT: _____

Street Address: _____

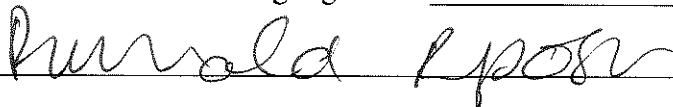
City, State, Zip Code: _____

Telephone Number: _____

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

Print Name of Company: Homer Environmental, LLC

Print Name and Title of Authorizing Signature: Ronald Reposh, President

Signature: 

Date: 08/30/2013

MUNICIPAL REFERENCE LIST

Municipality: IDNR
Address: _____
Contact Name: DAN KIRK Phone #: 815.207.0798
Name of Project: VARIOUS
Contract Value: _____ Date of Completion: _____

Municipality: COOK CO. FOREST PRESERVE
Address: _____
Contact Name: JOHN RAUDENBUSH Phone #: 708.906.0261
Name of Project: VARIOUS
Contract Value: _____ Date of Completion: _____

Municipality: ARCADIS
Address: _____
Contact Name: MORGAN VOGT Phone #: 630.945.0426
Name of Project: KERR-MCGEE KRESS CREEK
Contract Value: _____ Date of Completion: _____

Municipality: LIVING WATERS CONSULTANTS
Address: _____
Contact Name: TEED GRAY Phone #: 630.430.8999
Name of Project: DIVIC BRIGGS STREAMS & FEN RESTORATION
Contract Value: _____ Date of Completion: _____

Municipality: DUPAGE FOREST PRESERVE
Address: _____
Contact Name: DAVE ANDERSON Phone #: _____
Name of Project: SELECTIVE CLEARING IN WATERFALL GLEN
Contract Value: _____ Date of Completion: _____

SUBCONTRACTORS LIST

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

1) N/A _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

2) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

CERTIFICATION OF QUALIFICATIONS

The proposer hereby certifies that he complies with all requirements of SP-10, and has provided detailed supporting information.

(Corporate
Signed by:

Homel R. P. S. Seal)

Title:

President

Name & Address:
(contractor or vendor)

Homer Environmental, LLC

14000 Archer Ave

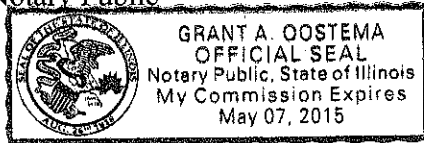
Lockport, IL 60441

Project: HICKORY CT DRAINAGE IMPROVEMENTS

Subscribed and sworn to before
me this 3 day of Sept., 2013

Grant A. Oostema

Notary Public





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: Homer Environmental, LLC

ADDRESS: 14000 Archer Ave

CITY: Lockport

STATE: IL

ZIP: 60441

PHONE: 815-512-7018 FAX: 815-838-6027

TAX ID #(TIN): 46-2489963

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: *Donald Hype* DATE: 08/30/2013

Apprenticeship and Training Certification

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

Name of Bidder: _____

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

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

Print Name and Title of Authorizing Signature: _____

Signature: _____

Date: _____

BUY AMERICA CERTIFICATION

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

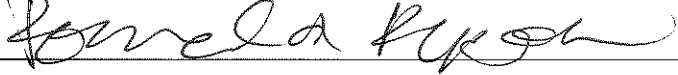
Instructions:

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

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

Certificate of Compliance

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

Signature 

Company Name Homer Environmental, LLC

Title President

Date 08/30/2013

Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Suspension or Debarment Certificate

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

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

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

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

Company Name: Homer Environmental, LLC

Address: 14000 Archer Ave

City: Lockport Zip Code: 60441

Telephone: (815) 512-7018 Fax Number: (815) 838-6027

E-mail Address: Carla@homertree.com

Authorized Company Signature: 

Print Signature Name: Ronald Reposh Title of Official: President

Date: 08/30/2013

CAMPAIGN DISCLOSURE CERTIFICATE

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

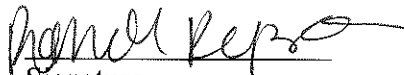
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare: _____

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


Signature

Ronald Reposh
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

BID SUBMITTAL CHECKLIST

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

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

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:

(Name, legal status and address)

Homer Environmental, LLC
14000 S. Archer Avenue
Lockport, IL 60441

SURETY: Western Surety Company

(Name, legal status and principal place of business)

333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

: SD Corporation

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Bid No. SW-0067B-11 - Hickory Court Drainage Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of September, 2013.

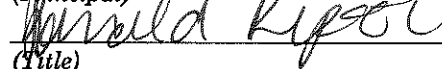

(Witness)

See Attached Jurat
(Witness)



Homer Environmental, LLC

(Principal)

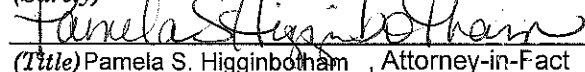


(Seal)

(Title)

Western Surety Company

(Surety)


(Title) Pamela S. Higginbotham, Attorney-in-Fact

(Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pamela S. Higginbotham , Individually

of Orland Park, IL its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond

Principal: Homer Environmental, LLC

Obligee: Village of Downers Grove

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat

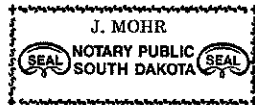
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of September, 2013.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

STATE OF ILLINOIS
COUNTY OF WILL

I, **Rene' Roulo**, a Notary Public in and for the state and county aforesaid, do hereby certify that **Pamela S. Higginbotham** of **Orland Park, Illinois** who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as **Attorney-in-Fact** of the **Western Surety Company**, and as the free and voluntary act of the **Western Surety Company**, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of September, A.D. 2013.

My commission expires August 24, 2015.
NOTARIAL JURAT

Rene' Roulo

Notary Public





www.thehortongroup.com

Insurance ♦ Risk Management ♦ Employee Benefits

September 3, 2013

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

RE: Homer Environmental, LLC

Project: Bid No. SW-0067B-11 - Hickory Court Drainage Improvements

To Whom It May Concern:

We understand that Homer Environmental, LLC intends to submit a bid to you for the captioned project. This is to advise you that, at this time, we are favorably disposed to consider a request from Homer Environmental, LLC for us to issue performance and/or payment bonds covering the contract for this work, should it be awarded to Homer Environmental, LLC. This is contingent on our review of satisfactory contract terms as well as other underwriting considerations. Any arrangement for bonds is a matter between Homer Environmental, LLC and the surety and we assume no liability to you or any third parties if, for any reason, we do not execute these bonds.

Please do not hesitate to contact me at (708) 845-3190 should you need any additional information.

Very Truly Yours,

Western Surety Company

A handwritten signature in cursive script, reading "Pamela S. Higginbotham".

Pamela S. Higginbotham
Attorney-In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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of Orland Park, IL its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond

Principal: Homer Environmental, LLC

Obligee: Village of Downers Grove

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

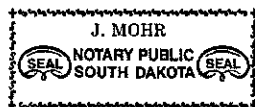
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My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

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WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

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Given under my hand and Notarial Seal this 3rd day of September, A.D. 2013.

My commission expires August 24, 2015.
NOTARIAL JURAT

Rene'

Roulo

Notary Public





Replant • Replenish • Restore

Phone (815) 838-0320 Fax (815) 838-6027

14000 S. Archer Ave., Lockport, Illinois 60441 www.homertree.com

Village of Downers Grove
Hickory Court Drainage Improvements
(SW-067B-11)



Project References

Owner: Forest Preserve of Cook County/ Audubon-
Chicago Region
Contractor: Open Lands / Living Habitats
Project: Tinley Creek Bartel Grasslands
Value: \$123,600.00
Contact: Heidi Natura
Telephone Number: (312) 863-6278

Owner: Forest Preserve of Cook County
Contractor: Open Lands
Project: Orland Track Eco Restoration
Value: \$145,000
Contact: Joe Roth/ Linda Masters
Telephone Number: (312) 863-6278

Owner: IDNR
Contractor: Homer Tree Service, Inc.
Project: Illinois State Beach State Park
Value: \$206,865.00
Contact: Paula Martel
Telephone Number: 217-557-0729

Owner: Forest Preserve of Cook County
Contractor: Open Lands
Project: Deer Grove Forest Preserve
Value: \$84,101.60
Contact: Linda Masters
Telephone Number: (312) 863-6278
Selective clear and apply cut stump herbicide to
approximately 50 acres

Owner: Midewin National Tallgrass Praire
Contractor: Open lands
Project: Medwin
Value: \$33,000.00
Contact: Joe Roth
Telephone Number: (312)863-6250

Owner: Midewin National Tallgrass Praire
Contractor: Wetland Initiative
Project: Hennepin Drainage & Levee District
Value: \$96,480.00
Contact: Gary Sullivan
Telephone Number: 312-922-0777 x115

Owner: Cook County Forest Preserve
Contractor: Open lands
Project: McMahon Woods
Value: \$16,900.00
Contact: Linda Masters
Telephone Number: (312)863-6278

Owner: IDOT
Contractor: K-Five Construction
Project: I-80 East ROW
Value: \$142,505.00
Contact: Darren DeLisle
Telephone Number: (630) 768-8458
Email: darrend@k-five.net

Owner: IDOT
Contractor: K-Five Construction
Project: I-80 West ROW
Value: \$110,544.00
Contact: Darren DeLisle
Telephone Number: (630) 768-8458



Aaron Hocking

Breif Summary of Qualifications:

- Native restoration of 5 miles of levees running through Gary, IN for Army Corps of Engineers.
- Lead/Participated in over 250 prescribed fires throughout the Midwest totaling more than 1000 acres and over 750 field hours.
- Designed and installed environmentally safe herbicide storage, mixing and delivery systems.
- Repaired erosion and installed erosion control measures including coir log, erosion control blanket, grid lifts, block retaining walls, and natural stone shorelines in a wide variety of areas: ponds, lakes, swales, and riverine/creek systems.
- Installation of thousands of plugs in prairie, woodland, shoreline, under water, and ornamental settings. Have installed thousands of feet of plant protection fencing.
- Directly responsible for clearing over 250 acres of woodland and forest with heavy machinery, by hand, or a combination of both, while protecting native trees, shrub, and plants.

Education:

University of Illinois Champaign-Urbana, B.S. Natural Resources and Environmental Sciences with a focus in Fish and Wildlife Ecology

Continued Education Training Certificates:

- Certificate of Completion - Issued By - OSHA Training Institute
Completion Date - 10/4/2011
Description: OSHA 30 Hour Outreach Training for the Construction Industry
- Certificate of Training - Issued By - Pipeline Testing Consortium, Inc.
Completion Date - 10/31/2012
Description: Completion of DOT supervisor training requirement of 1 hour drug training and 1 hour alcohol training as required under 49 CFR Part 199.133, 49 CRP Part 199.241 and 49 CFR Part 382.603
- Certified Arborist - Issued By - International Society of Arboriculture
Completion Date - 03/22/10 - 06/30/13 exp.
- Certified Prescribed Burn Manager - Issued By - IDNR
Completion Date - 03/09/10
Description: Requirements of Illinois Law and Regulations (17 Ill. Admin. Code 1565) in Compliance with Illinois Prescribed Burning Act (525 ILCS 37)
- Certificate of Training - Issued By - Indiana Dunes National Lakeshore
Completion Date - 04/10/06
Description: S-130 Basic Firefighter, S-190 Basic Fire Behavior; I-100 Intro to Incident Command, L-180 Human Factors on the Fireline
- Certificate of Training - Issued By - Duneland School of Emergency
Completion Date - 04/09/06
Description: Basic Wildland Firefighting - 32 Hours
- Certificate of Training - Issued By - Fox Valley Technical College: Wildland Fire
Completion Date - 03/05/11
Description: S-234 Ignition Ops
- Fire Services Training - Issued By - Southwest Wisconsin Technical College
Completion Date - 03/12/09
Description: S-290 Intermediate Wildland Fire Behavior 32 Hours
- Certificate of Attendance - Issued By - Aerial Equipment



Aaron Hocking Cont'd

Completion Date - 03/08/05

Description: Chainsaw Safety Class

-Certificate of Completion - Issued By - EroTex

Completion Date - 03/09/05

Description: Erosion Control & Vegetation

-Certificate of Continuing Education - Issued By - Rockhurst University Continuing Education Center

Completion Date - 05/07/06

Description - Management Skills for First Time Supervisors

-Certificate of Continuing Education - Issued By - Rockhurst University Continuing Education Center

Completion Date - 02/17/05

Description - OSHA Compliance & Workplace Safety

Professional References:

Dan Kirk - IDNR Natural Heritage Biologist

Phone: (815) 207-0798

Email: Dan.Kirk@illinois.gov

Projects:

- Hitts Siding Nature Preserve - Invasive Tree and Shrub Removal in a very High Quality Black Oak Savanna, Sand Prairie, and Wetland with Endangered and Rare Plant and Animal Species Present
- Wilmington Shrub Prairie - Multiple projects involving Invasive Tree and Shrub Removal along with cut stump herbicide application and woody resprout herbicide application in a High Quality Native Shrub Prairie and Wetland.
- Des Plaines Dolomite Prairies Land and Water Reserve - Invasive Tree and Shrub Removal along with cut stump herbicide application in a very High Quality Prairie/Wetland area.

John Raudenbush - Cook County Forest Preserve District - Resource Manager IV

Phone: (708) 906-0261

Email: jrauden260@worldnet.att.net

Projects/Sites:

Burn Boss:

- Deer Grove West Forest Preserve - Oak/Hickory Forest, Woodland, Wetland, and Marsh
- Spring Lake Nature Preserve - High Quality Wetland, Marsh, Wet Prairie, Fen, Woodland and Stream Corridor
- Spring Creek Nature Preserve - Prairie, Open Grassland, Forest and Marsh
- Poplar Creek Forest Preserve - Stream Corridor, Wetland, Marsh
- Somme Woods Nature Preserve - Woodland and Forest
- Dam #1 Woods - Marsh and Wet Prairie w/ Endangered Snake Species

Management:

- Spring Creek Forest Preserve - Broadcast spraying of invasive plants over 30 acres.



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Mike Fitzpatrick

Work History

HOMER TREE - Lockport, IL
Chief Operating Officer 2010-present
TALLGRASS RESTORATION, LLC - Schaumburg, IL
President 2006-2010
THE CARE OF TREES, Hendricksen - Wheeling, IL
Tree Preservation/ Land Restoration Regional Sales Manager 2001-2006
Tree Preservation/ Natural Area Restoration District Operations/ Sales Manager 1999-2001
Production Crew Leader/ Integrated Pest Management Coordinator 1990-1991
LAKE COUNTY FOREST PRESERVE DISTRICT - Libertyville, IL
Natural Resource Operations Manager 1993-1999

Education:

Syracuse University /SUNY College of Environmental Science & Forestry, NY
Bachelor of Science-Forestry /Resource Management- 1989
College of Lake County, Grayslake, IL
Center for Economic Development-Supervision I, IL- 1994
Chicago Botanic Garden, Glencoe, IL
ISA Arborist Certification Course- 1994
Morton Arboretum, Lisle, IL
Plant Systematics of the Midwest- 1996
Nachusa Grasslands, Oregon, IL
The Nature Conservancy Ecological Prescribed Burn Workshop- 1998
North Carolina State University / NRPA, Wheeling, WV
Park and Recreation Maintenance Management School- 1999
University of Wisconsin, Milwaukee, WI
The Total Supervisor Seminar- 1999

CERTIFICATIONS

Illinois Class A CDL Driver's License
Illinois Ornamental /Turf /Aquatic /ROW /Forest Products Pesticide Applicator's Licenses
Chainsaw /Aerial lift truck Certified Trainer
ISA Professional Arborist Certification-#IL-0794
CPR and First Aid Certification
Illinois Arborist Association member
Natural Areas Association member
Society for Ecological Restoration member

PROFESSIONAL DEVELOPMENT

Fire Behavior Training S-130/190; NWCG S-290 Intermediate Wildland Fire Behavior and S-390 Wildland Fire Behavior Calculations (Nature Conservancy)
Midwest Oak Savanna and Woodland Ecosystems Conferences
Current Illinois Certified Burn Boss-The Nature Conservancy
Center for Economic Development-Supervision I, IL- College of Lake County, Grayslake, IL
21st, 23rd Natural Areas, 15th North American Prairie, and Indiana Dunes Ecosystems Conferences
Plant Systematics of the Midwest- Morton Arboretum, Lisle, IL
24th Annual Natural Areas Association Conference and Exotic Pest Plant Council Conference
NASCC Streambank Stabilization/ Restoration Training Session (Bioengineering)
National Arbor Day Foundation-Building with Trees Seminar
Chicago Wilderness Corporate Council member
CPR, First Aid, EHAP Certification
American Society of Consulting Arborist



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Mike Fitzpatrick Cont'd

SPEAKING AND TEACHING ENGAGEMENTS

- School of the Chicago Botanic Garden- Natural Areas, Tree Preservation
 - Building for Greener Communities National Conference- The National Arbor Day Foundation Nebraska City
 - Tree Care Industry of America-Annual Expo-Detroit, MI- 2004; "Ecological Restoration"
 - Oak Symposium- Morton Arboretum, Lisle, IL- "Moving forward: Oaks and Development Side by Side"
- Numerous garden clubs, homebuilder associations, and environmental organizations

PUBLICATIONS AND AWARDS

- Chicago Industrial Properties Magazine-Vol.15 No.3 Add Value to Your Property by Valuing Your Trees
- Arbor Age Magazine-Tree Preservation a Fast Growing Trend; To Preserve and Protect- (cover story)
- The Designer Journal for the Association of Professional Landscape Designers -Landscapers and Arborists Work Together to Preserve Trees
- Chicago Tribune-Ask an Expert column -Saving a home's valued trees may not always be that simple; Buckthorn Eradication article
- Nursery News- Tree Preservation Leads to Successful Landscape Project
- National Arborist Association-Excellence in Arboriculture Award-Construction Site Tree Preservation-LeWa Farm-Lake Forest, IL; Fox Meadow-Glenview, IL
- Associated Landscape Contractors of America-32nd Annual Environmental Improvement Award of Merit-Everett Farm-Lake Forest, IL
- U.S. Environmental Protection Agency and Chicago Wilderness-Conservation and Native Landscaping Awards for numerous clients' properties



Jeremy Burk

EDUCATION

B.S. **Biology**, Wheaton College, Wheaton, Illinois

Related Coursework: Biological Research, Conservation Biology, Ecology, Plant Physiology, Environmental Ethics, Genetics, Bioinformatics, Parasitology

RELATED EXPERIENCE

Restoration Field Manager, McGinty Bros Inc., Long Grove, Illinois, April 2009 – Current

- Lead crews of Restoration Technicians, Laborers, and Interns at many projects in Chicagoland. Ensure safety and productivity of crews.
- Lead all installation and maintenance work for the Kress Creek and West Branch of the Dupage River Restoration project under Arcadis. Follow project plans and independently assess and address each area's needs. Project covers significant areas of DuPage forest preserves and residential sections of West Chicago and Warrenville.
- Record daily production and vehicle logs, and do routine equipment maintenance

Restoration Technician, McGinty Bros Inc., Long Grove, Illinois, April 2008 – April 2009

- Assessed sites and selectively controlled invasive species in native wetlands, prairies, and forests, applying herbicides and using small equipment
- Created new natural areas by installing native trees, shrubs and plugs, handseeding, and blanketing
- Conducted prescribed burns

Restoration Intern, Audubon Society, Skokie, Illinois, September 2007 – November 2007

- Worked as full-time, paid professional volunteer for the Cook County Forest Preserve
- Controlled and eliminated invasive species in prairies and forests
- Performed prescribed prairie and forest burns as part of Cook County FPD burn crews; constructed and burned brush piles
- Collected and cleaned seeds of numerous species of prairie plants
- Mixed herbicides; maintained equipment and shop area

R&D Intern, Clarke Mosquito Control, Roselle, Illinois, May 2007 - July 2007

- Performed EPA approval field trials for new mosquito adulticides and larvicides
- Characterized and calibrated customer aircraft for spraying Clarke products
- Maintained, organized, and prepared supplies and equipment

A Rocha Member, Wheaton College, Wheaton, Illinois, August 2006 - May 2007

- Worked on a conservation research project relating amphibians and vernal pools
- Advocated conservation in the campus and community
- Participated in a conservation summit of student leaders from across the US

Summer Program Staff, Dickson Valley Camp, Newark, Illinois, Summers 2004 and 2005

- Served as contact between guests and staff, communicating and executing needs for both
- Organized and led groups in many activities, including teambuilding and work projects
- Ensured safety of participants and performed first aid as necessary
- Maintained facilities and grounds



Jeremy Burk Cont'd

CERTIFICATIONS AND TRAINING

- Illinois Commercial Operator Pesticide License
- S-130/S-190/L-180/I-100 Basic Wildland Fire Training, Feb 15 2013
- Chainsaw and brushcutter training by FPD of Cook County

ADDITIONAL ABILITIES

- Experienced in using and analyzing many laboratory and field research techniques and equipment
- Proficient in research proposals, reports, and presentations, using MS Word, Excel, Access, PowerPoint, and several analysis programs including JUMP, Sigma Plot, Eco-Beaker, and ArcView GIS.



CARL PIGOZZO

WORK EXPERIENCE

Forest Preserve District of Will County, Joliet, IL

Natural Resource Management Restoration Technician

Safely maintained grounds and trails: mowing, refuse cleanup, trail maintenance, pruning, tree and brush clearing. Assisted with various construction activities (sign installation, boundary marking, and tree cleanup). Helped lead part-time/seasonal employees and volunteers in completing plant, animal, and aquatic surveys. Safely implemented brush cutting and weed control activities using mechanical (chain saws, brush cutters, and lawn mowers) methods and chemical (herbicide) methods. Harvested native seed and participated in native planting projects. Safely participated in prescribed burning activities.

USDA U.S. Forest Service, Midewin National Tallgrass Prairie, Wilmington, IL,

Biological Science Technician - Plants

Crew Leader of a four person Fuels Management Crew.

Removed brush and created fire breaks by mechanical (chain saws, brush cutters, and lawn mowers) and chemical methods.

Type II Wild Land Firefighter certification performing various duties during prescribed burns and wildfires.

Participated in Tailgate Safety Meetings and executed Job Hazard Analysis worksheets.

Integrated Lakes Management, Waukegan, IL,

Terrestrial Field Technician

Performed field technician duties involved with a River Bank Stabilization project at Mt. St. Mary's Park in St. Charles, Illinois, including brush removal, erosion control blanket installation, and native prairie species planting.

Stan's Landscaping, Inc., Lockport, IL,

Landscape Designer/Estimator

Developed landscape design solutions for clients presenting a fully rendered CAD landscape plan.

Estimated material and labor costs for each project.

Coordinated project from initial client meeting to overseeing installation.

Developed marketing materials, such as brochures, company resumes and promotional flyers.

EDUCATION

Kansas State University, Manhattan, KS, Candidate for the Masters of Landscape Architecture August 2001

Coursework: Design Studio I, II, & III, Planting Design, Parks and Recreation Design, Landscape Maintenance, Composite Landscape Construction I, II, & III, Community Site Planning, Development Feasibility Analysis, Community Development Planning and Land Development Planning.

Eastern Illinois University, Charleston, IL, Bachelors of Science August 1996

Coursework: Bacteriology, Freshwater Ecology, Entomology, Ecology, Animal Physiology, Vertebrate Natural History, Genetics, Botany, and Non-Vascular Plants.

Moraine Valley Community College, Palos Park, IL, Associates of Arts May 1994

Coursework: Liberal Arts transfer.



Homer Herbicide License Employee Qualifications

Daniel Reposh:

Illinois Certified Pesticide Applicator
Classification: ROW/ Ornamental
#CA19731285
Certified Arborist- #IL-0307
Years Experience: 31

John Schiemann:

Illinois Certified Pesticide Applicator
Classification: ROW/ Ornamental
#CAD 09734080
Certified Arborist- #IL-5248A
Years Experience: 30

Jeffrey Sutphin:

Illinois Certified Pesticide Operator Lic.
Classification: ROW/ Ornamental
#CO 19741478
Certified Arborist- #IL1341A
Years Experience: 17

Heather Stevenson:

Illinois Certified Pesticide Applicator Lic.
Classification: ROW/ Ornamental
#CA19741442
Certified Arborist- IL #4613A
Years Experience: 12

Shawn Akers:

Illinois Certified Pesticide Applicator Lic.
Classification: ROW/ Ornamental
#CA19741445
Certified Arborist- #IL-5272A
Years Experience: 10

Ryan Countryman:

Illinois Certified Pesticide Applicator Lic.
Classification: ROW/ Ornamental
#CA 19737240
Certified Arborist- #IL5140A
Years Experience: 8

Under Contract & Pending Contracts

Job Number	Owner	Contractor / Project GC	Contract Number
HTS-13-1362	IDOT	Piote Construction	IDOT: 63749
HTS-13-1369	IDOT	James D. Fiata Paving	IDOT: 63752
HTS-13-1397	IDOT	James D. Fiata Paving	IDOT: 63647
HTS-13-1401	IDOT	Berger Excavating	IDOT: 63682
HTS-13-1403	IDOT	D Construction	IDOT: 63754
HTS-13-1416	IDOT	Lorig Construction	IDOT: 60G37
HTS-13-1417	IDOT	Lorig Construction	IDOT: 60P35
HTS-13-1424	IDOT	Triggi Construction	IDOT: 63800
HTS-13-1426	IDOT	Lorusso Cement	IDOT: 63737
HTS-13-1441	IDOT	Lorig Construction	IDOT: 60J14
HTS-13-1457	IDOT	A Lamp	IDOT: 63771
HTS-12-1269	IDOT	Lorig Construction	IDOT: 63633
HTS-13-1336	IDOT	Homer Tree Service, Inc	IDOT: 60V91
HTS-13-1409	IDOT	Pirano	IDOT: 63515
HTS-13-1411	IDOT	D Construction	IDOT: 60L79
HTS-13-1413	IDOT	D Construction	IDOT: 60W09
HTS-13-1420	IDOT	Capitol Cement	IDOT: 60V41
HTS-13-1450	IDOT	Martam Construction	IDOT: 63809
HTS-13-1451	IDOT	D Construction	IDOT: 63797
HTS-13-1453	IDOT	Berger Excavating	IDOT: 63745
HTS-13-1454	IDOT	Berger Excavating	IDOT: 63765
HTS-12-1221	IDOT	FH Paschen	IDOT: 60F72
HTS-13-1316	IDOT	Homer Tree Service, Inc	IDOT: 60V66
HTS-13-1352	IDOT	Berger Excavating	IDOT: 63756
HTS-13-1353	IDOT	McCarthy Improvements	IDOT: 74299
HTS-13-1427	IDOT	D Construction	IDOT: 60N20
HTS-13-1430	IDOT	James McHugh Construction	IDOT: 60V61
HTS-13-1462	IDOT	Davis Concrete	IDOT: 63772

2013-2017 Capital Project Sheet

Project # **SW-067**

Project Description

Lacey Creek (Sub G) - 35th St. between Saratoga and Venard

Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves streambank stabilization from 35th St. to Hickory Court, along with modifications to flow restrictions, and improved storm sewers along 35th St. between Saratoga and Venard.

Cost Summary	New	Maintenance	Replacement	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Years	TOTAL
Professional Services									60,000	60,000
Land Acquisition										-
Infrastructure	X			150,000					375,000	525,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous					5,000	5,000	5,000			15,000
TOTAL COST				150,000	5,000	5,000	5,000	-	435,000	600,000

Funding Source(s)		FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Years	TOTAL
443-Stormwater Fund	▼	150,000	5,000	5,000	5,000		435,000	600,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		150,000	5,000	5,000	5,000	-	435,000	600,000

Project status and completed work

Design of Phases I & II of the identified improvements was completed in 2012. Construction of Phase I & II is anticipated in 2013. Future work will be performed in the upstream watershed as streets are resurfaced.

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

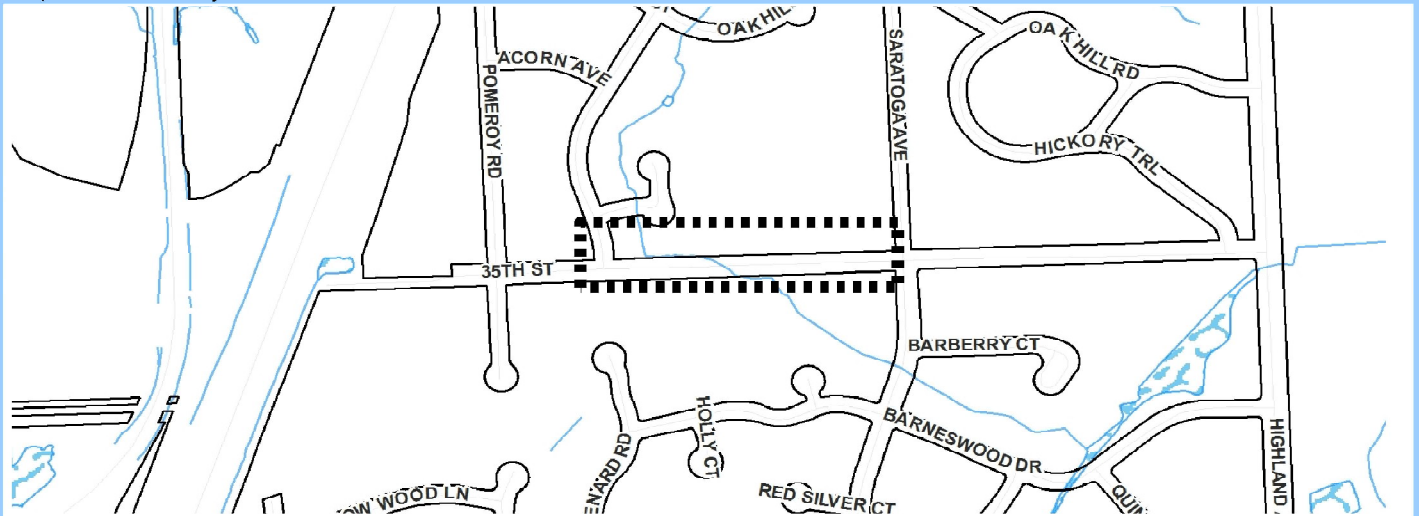
None.

Impact-annual operating expenses	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Yrs	TOTAL
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Projected Operating Expense Impact:							-
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Planned improvements will not significantly affect future operating expenses.

Map/Pictures of Project



Priority Score **B**

Project Manager:

Jim Tock

Program: **347**

Department:

Public Works