

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
FEBRUARY 4, 2014 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Esterbrook/Downers Grove Estates Construction Management (ST-027/WA-019/ST-046/SW-039/SW-040)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested to award a construction management contract for the Esterbrook/Downers Grove Estates Watermain, Drainage, and Roadway Reconstruction project to V3 Construction Group, Ltd. of Woodridge, Illinois in the amount of \$207,900.00. This amount includes 5% contingency over and above the original proposed contract amount of \$198,000.00.

**STRATEGIC PLAN ALIGNMENT**

The Goals for 2011 to 2018 identified *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY14 budget includes \$265,000.00 for professional services in the street, water, and stormwater funds for the project numbers referenced. The remainder of the funds will be used for material testing and inspection services.

**UPDATE & RECOMMENDATION**

This item was discussed at the January 21, 2014 Village Council meeting. Staff recommends approval on the February 4, 2014 Consent Agenda. At the meeting, the Council asked for additional information regarding the streets to be widened as part of the project.

The following streets are 14.5 feet to 19.5 feet wide and are planned to be widened to 20 feet: Palmer, Oxford, Carol, Adelia, Saratoga South of Palmer.

The following streets are currently wider than 20' and will remain their existing width: Saylor, Norfolk Saratoga North, Carpenter.

**BACKGROUND**

Watermain replacement, drainage improvements, and roadway reconstruction activities are scheduled to begin in the spring of 2014 for the Downers Grove Estates and Esterbrook subdivisions. Due to the close proximity of the subdivisions and the large scope of work involved, staff recommends hiring a construction management firm to oversee both projects simultaneously, in lieu of hiring general contractors to manage and construct each subdivision separately. Bid packages will be prepared and awarded to trade contractors for like work in both subdivisions jointly, such as underground utilities or asphalt paving, and the construction manager will coordinate between the different trade contractors to provide one seamless construction project.

Staff anticipates this process will result in the following advantages to the Village and residents:

- lower bid pricing and lower overall construction costs,
- better coordination of work and reduced impact to surrounding residents by reducing the number of separate subcontractors and
- decrease in coordination effort on the part of Village staff.

The Village issued an RFP and received four proposals. Staff recommends award of this contract to V3 Construction due to their experience, understanding of the project, proposed scope, and fee. V3 Construction has previously provided construction services to the Village of Downers Grove on projects such as the 2<sup>nd</sup> and Cumnor Stormwater Facility and the Carpenter Street Storm Sewer Improvements, with very satisfactory results. In addition, V3 has performed construction services for Elmhurst Memorial Healthcare Company in Elmhurst, IL and College of DuPage in Glen Ellyn, IL and received positive recommendations.

**ATTACHMENTS**

Contract Document

Signature Page

Campaign Disclosure

Capital Project Sheet ST-027/WA-019/ST-46/SW-039/SW-040

**VILLAGE OF DOWNERS GROVE**  
**COUNCIL ACTION SUMMARY**

**INITIATED:** Public Works **DATE:** February 4, 2014  
(Name)

**RECOMMENDATION FROM:** \_\_\_\_\_ **FILE REF:** ST-027  
(Board or Department)

**NATURE OF ACTION:**

- Ordinance
- Resolution
- Motion
- Other

**STEPS NEEDED TO IMPLEMENT ACTION:**

Motion to authorize execution of a Construction Management Advisor contract with V3 Construction Group in the amount of \$198,00 plus 5% contingency in the amount of \$9,900 for a total not-to-exceed \$207,900 for Esterbrook/Downers Grove Estates Subdivision.

**SUMMARY OF ITEM:**

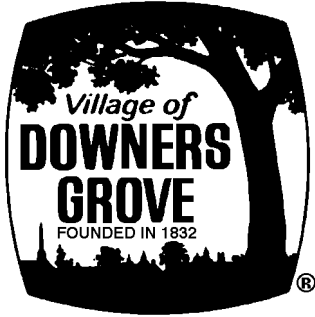
Adoption of this motion shall authorize execution of a Construction Management Advisor contract with V3 Construction Group in the amount of \$198,000 plus 5% contingency in the amount of \$9,900 for a total not-to-exceed \$207,900 for Esterbrook/Downers Grove Estates Subdivision.

**RECORD OF ACTION TAKEN:**

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## REQUEST FOR PROPOSAL (Professional Services)

**Name of Proposing Company:** V3 Construction Group

**Project Name:** Esterbrook/Downers Grove Estates – Construction Management Advisor

**Proposal No.:** ST-027/WA-019/ST-046/SW-039/SW-040

**Proposal Due:** **Friday December 20, 2013 @ 10:00A.M. – Public Works**

**Pre-Proposal Conference:** Not Required

**Required of Awarded Contractor:**

Certificate of Insurance: Yes

Legal Advertisement Published: December 9, 2013

Date Issued: December 9, 2013

This document consists of 32 pages.

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

DANIEL J. KMIECIK, PE  
STAFF ENGINEER  
VILLAGE OF DOWNERS GROVE – PUBLIC WORKS  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-6875  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

Village of Downers Grove

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

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

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

## **I. REQUEST FOR PROPOSALS**

### **1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to Friday, December 20, 2013 @ 10:00 A.M.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Daniel J. Kmiecik, PE, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

### **2. PREPARATION OF PROPOSAL**

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, 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.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment,

superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

**3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

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

**4. RESERVED RIGHTS**

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

**II. TERMS AND CONDITIONS**

**5. VILLAGE ORDINANCES**

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

**6. USE OF VILLAGE'S NAME**

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

**7. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

**8. NONDISCRIMINATION**

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

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis 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. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

**9. SEXUAL HARASSMENT POLICY**

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

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 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
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**10. EQUAL EMPLOYMENT OPPORTUNITY**

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



- 10.1.1 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, order of protection status, military 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.
- 10.1.2 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.
- 10.1.3 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, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 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.
- 10.1.6 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.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the

Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**11. DRUG FREE WORK PLACE**

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

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 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.
- 11.6 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.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**12. PATRIOT ACT COMPLIANCE**

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive

Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**13. INSURANCE REQUIREMENTS**

13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:

13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;

13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;

13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;

13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.

13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a

provision for cancellation only upon at least 30 days prior notice to the Village.

**14. CAMPAIGN DISCLOSURE**

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 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.
- 14.3 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.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**15. SUBLETTING OF CONTRACT**

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

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

**16. TERM OF CONTRACT**

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

**17. TERMINATION OF CONTRACT**

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

**18. BILLING & PAYMENT PROCEDURES**

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be

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

18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment 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 the defect.

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

**19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

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

**20. STANDARD OF CARE**

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

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

20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

**21. GOVERNING LAW**

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

**22. SUCCESSORS AND ASSIGNS**

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

**23. WAIVER OF CONTRACT BREACH**

23.1 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.

**24. AMENDMENT**

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

**25. NOT TO EXCEED CONTRACT**

25.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

**26. SEVERABILITY OF INVALID PROVISIONS**

26.1 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.

**27. NOTICE**

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

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

And to the Proposer as designated in the Contract Form.

**28. COOPERATION WITH FOIA COMPLIANCE**

28.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information

Act. (5 ILCS 140/1 et.seq.)

### **III. DETAIL SPECIFICATIONS**

#### **29.0 REQUEST**

29.1 The Village of Downers Grove (Village) is requesting Proposals for professional services from qualified Construction Management firms to provide Construction Manager (CM) Services for watermain replacement and roadway reconstruction in the Esterbrook and Downers Grove Estates subdivisions in Downers Grove, IL. The CM will not be allowed to self-perform trade activities.

#### **30.0 PROJECT DESCRIPTION**

##### **30.1 Project Background**

The scope of CM services for this project will include the management of bid packages for two adjacent projects located within the Esterbrook and Downers Grove Estates subdivisions. The Esterbrook subdivision requires watermain replacement and roadway reconstruction. The Downers Grove Estates subdivision requires drainage improvements and roadway reconstruction. The Village anticipates bidding the two sites together in separate packages for watermain replacement, drainage improvements, roadway reconstruction, and landscaping. However, bid packages may be further split or combined if deemed advantageous. See “Exhibit A” below for project location map.

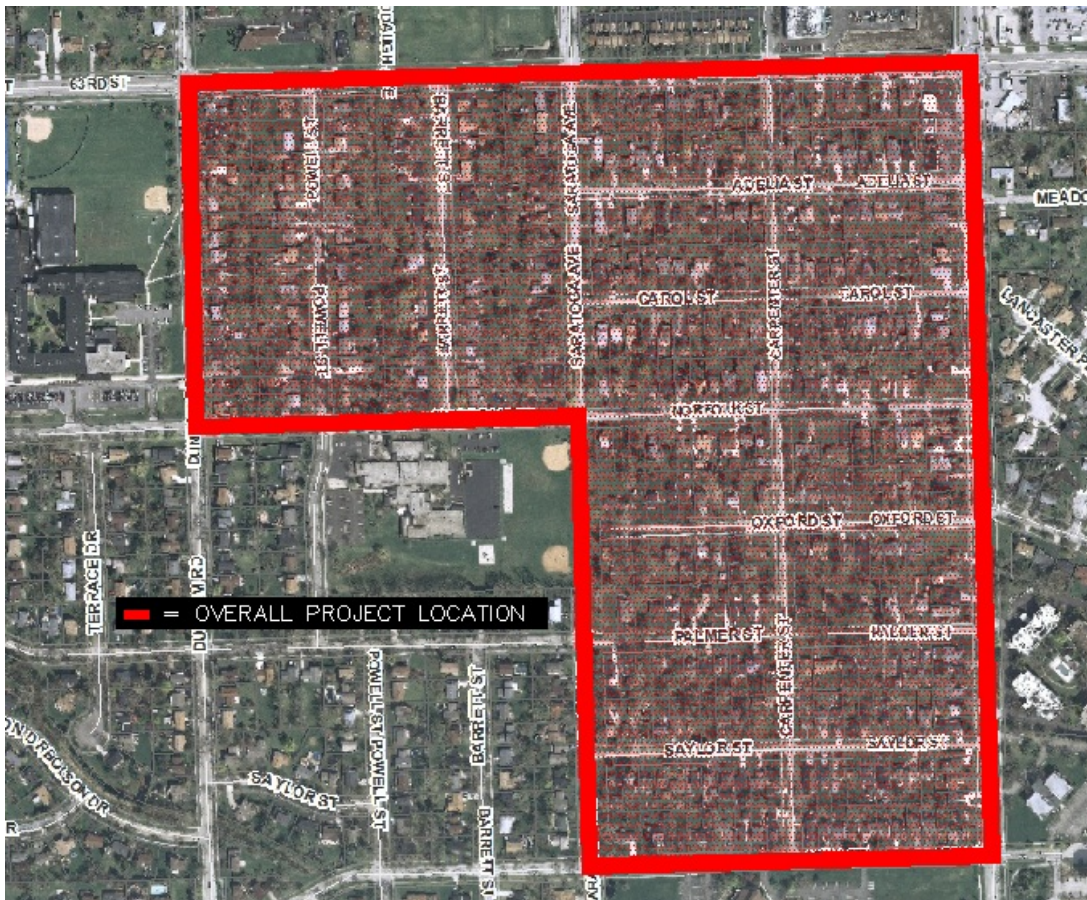


Exhibit A – Project Location Map



## Village of Downers Grove

Watermain replacement will include the abandonment of the existing 6” diameter watermain and installation of new 8” diameter watermain. This will be done along Powell Street, Barrett Road, and Saratoga Avenue within the Esterbrook subdivision limits and along Norfolk Street between Dunham Road and Main Street. See “Exhibit B” below for anticipated watermain replacement location.

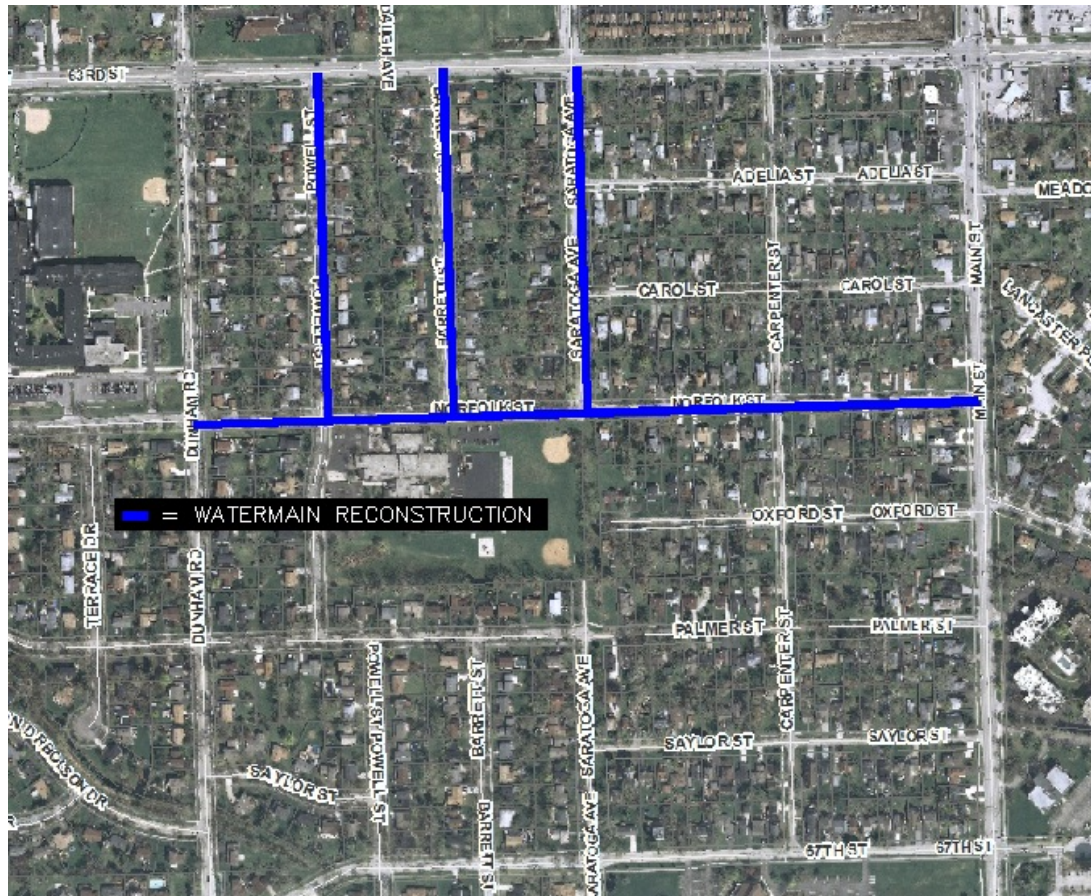


Exhibit B – Watermain Replacement Map

# Village of Downers Grove

Drainage improvements for the Downers Grove Estates subdivision will include the installation of new storm sewers and regrading of conveyance ditches. This will be done along Saratoga Avenue, Carpenter Street, Adelia Street, Carol Street, Norfolk Street, Oxford Street, Palmer Street, and Saylor Street. See “Exhibit C” below for anticipated limits of drainage improvements.

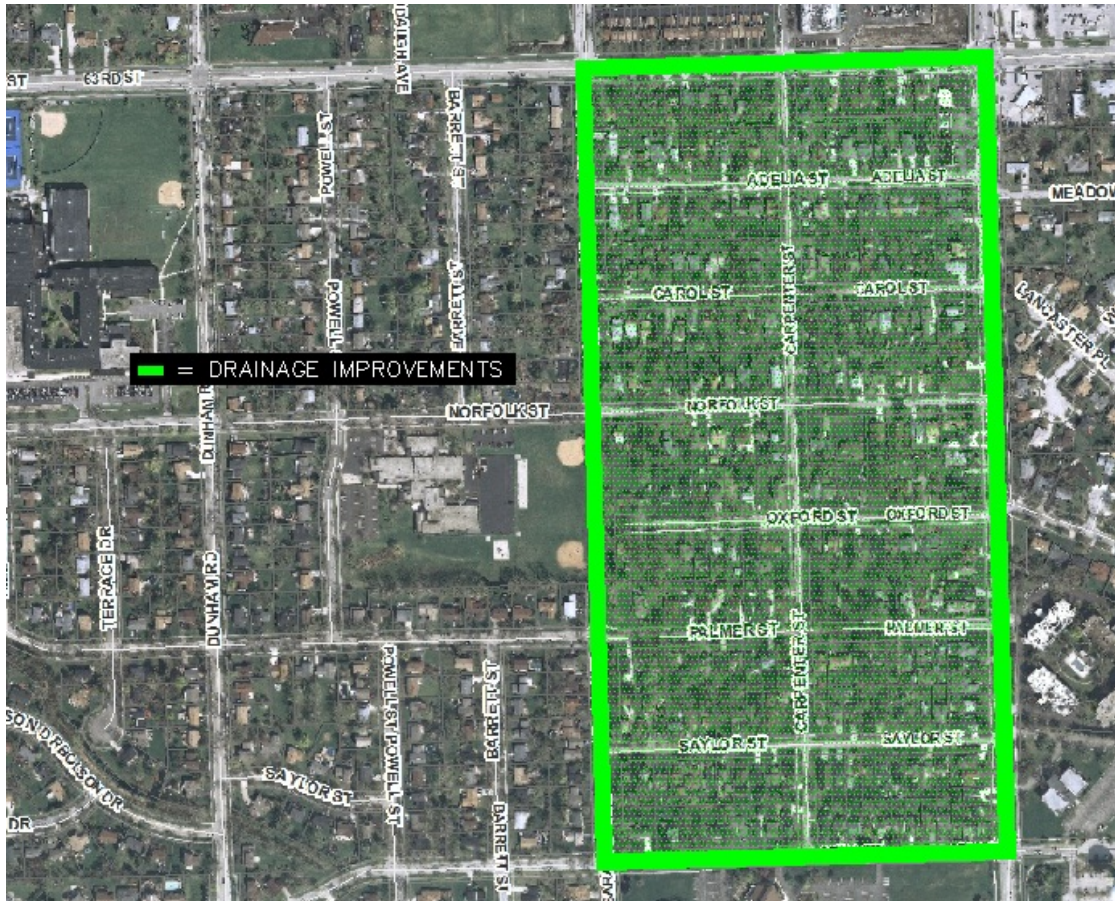


Exhibit C – Drainage Improvements Map



## Village of Downers Grove

Roadway reconstruction for both the Downers Grove Estates and Esterbrook subdivisions will include the total street reconstruction of all roads in the subdivision, except for Norfolk Street between Dunham Road and Saratoga Avenue which will be milling and resurfacing only. Traditional full depth street reconstruction is anticipated for Powell Street and Barrett Street. All other street reconstruction will utilize Full-Depth Reclamation (FDR). FDR consists of pulverization/reclamation of the existing pavement section materials and addition of a stabilizing agent to increase structural strength. It is anticipated that only contractors specializing in the FDR process will be bidding this portion of the work. See “Exhibit D” below for anticipated roadway reconstruction.



Exhibit D – Roadway Reconstruction Map

Landscaping will include the restoration of landscape items for all areas affected by the construction activities above. This work will be limited within the rights-of-way of all roadways.

30.2 Project Schedule

Tentative construction schedule calls for construction to begin in the spring of 2014 and be completed by fall of 2014.

The project schedule is tentative, based on estimated days of construction. It does not take into account construction delays based on unforeseen circumstances such as weather, equipment issues, materials issues, etc. Substantial completion of the project is estimated to be fall of 2014.

The Proposer shall include a preliminary proposed milestone schedule, or a statement of concurrence with the Village's proposed tentative schedule, with the RFP submittal. The proposed construction schedule must take into account that existing utilities must function at all times throughout construction.

The design plans will be developed and shall be used to establish the scope of the project (PDF files will be provided in conjunction with this RFP) at a future date.

**31.0 SCOPE**

31.1 General Roles and Responsibilities

31.1.1 Village:

The Village's sole role is to act as owner of the project and to ensure that its interests and rights are being protected through the assistance of the selected CM to act as the Village's representative.

The Village shall prepare, or procure from outside consultants, all design documents.

The Village shall designate an on-staff representative authorized to act on the Village's behalf as a liaison between the Village and the CM. The Village shall conduct required inspections of the work from time to time, measure quantities and prepare pay applications. The Village shall retain sole authority to accept or reject the completed project based on recommendations from the CM.

The Village shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, since these are the CONTRACTOR(S)'S responsibility under the contract for construction. The Village shall not be responsible for the CONTRACTOR(S)'S schedules or failure to carry out the work in accordance with the contract documents.

The Village shall not have control over or charge of acts or omissions of the CONTRACTOR(S), their sub-contractors, or any of the general or sub-contractor's agents or employees, or of any other persons performing services for the Village or portions of the work.

The Village shall not be responsible for the performance by the CM of the services required by the CM's agreement with the Village.

31.1.2 Construction Manager (CM):

The selected CM shall act as the primary agent of the Village, acting as CM with respect to the project, and shall ensure inspection of all activities, from the Village's standpoint, required to properly execute the scope of work contained herein and in the contract documents. The CM oversees project activities to ensure that the responsibility by the appropriate parties is executed in a manner that serves and protects the Village's overall and best interest. Acting as an extension of the Village's staff, the CM monitors and coordinates efforts of the Village on behalf of the Village, the Geotechnical Engineer, and the CONTRACTOR(S) in order to enable the Village to achieve maximum value for the funds expended. Initially, the CM will assist in obtaining, reviewing, organizing, and executing the Contract Documents for the project. The CM then monitors the flow of all documents and materials for proper sequence of approvals so as not to delay the progress of the work. The CM will also be required to assist the Village in scheduling and coordinating the professional services of the Geotechnical Engineer and/or testing laboratories required for the project. However, the CM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, since these are the CONTRACTOR(S)'S sole responsibility under the contract for construction. The CM shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site.

31.1.3 Contract Documents:

The Contract Documents shall be defined as the complete body of documents currently governing execution and completion of the contract between the Village and the CONTRACTOR(S), including but not limited to all drawings issued for construction, project manual(s), bidding & contract and general requirements and technical specifications including bidding requirements, sample forms, construction contract scope, general conditions and technical specifications, the accepted and executed request for proposal, bids, unit quantities/unit prices/schedule of values, accepted submittals/materials, manufacturer's recommendations, maintenance logs and other similar operations and maintenance information, bonding/insurance commitments, currently accepted construction contract schedule as well as all current Village approved and agreed upon modifications to the contract that govern the CONTRACTOR(S) execution of the project.

31.1.4 Contractor(s) (CONTRACTOR(S)):

CONTRACTOR(S) shall be defined as the entity or entities identified in the construction contract with the Village or its authorized representative to be solely responsible for and to act as facilitator of the complete and satisfactory construction of the project.

The selected CONTRACTOR(S) shall be solely responsible for developing, procuring, coordinating, and executing all of his own activities including schedules,

quality assurance, quality control, safety, licensing, labor, trades, materials, equipment, suppliers, vendors, shipping, and transportation, in addition to those of his sub-contractors, to fully and successfully execute the project within currently approved time and budget constraints and per the contract documents.

The CONTRACTOR(S) shall have sole control over or charge of and shall be responsible for construction means, methods, techniques, sequences or procedures and for safety precautions and programs in connection with the work.

The CONTRACTOR(S) shall be solely responsible for the CONTRACTOR(S) schedule and/or failure to carry out the work in accordance with the contract documents.

### 31.2 Scope of Service

The CM will act as the primary agent and representative of the Village in order to help ensure that the project is completed according to the contract documents within the currently approved project budget and schedule.

The CM shall establish and implement procedures for, and maintain coordination of activities and communication on behalf of the Village and between the Village, Geotechnical Engineer, testing firm(s) and the CONTRACTOR(S).

The CM scope of work will begin at approximately 75% completion of the final design/contract documents.

The CM will be responsible for four primary phases including:

#### 31.2.1 Planning and Design Phase

- Review Village's needs, goals, and requirements.
- Identify potential construction phasing strategies and schedules based on specific project requirements and variables.
- Based on the approved phasing strategy, prepare and maintain a construction schedule for the project. Identify planning milestones and major events as required.
- Assist in defining the costs and major cost variables.
- Assist the design team in the selection of materials, building systems, and equipment that meets the function and the budgetary requirements of the project.
- Assist in selection of specialty consultants.
- Prepare detailed, measured quantity, cost estimates from both the 75% completed design documents, and the 100% completed construction documents with all design disciplines represented, including a trade-by-trade break down with contingencies of all items that are not detailed, but required for the work.
- Review in-progress construction documents to assure that the budget and scope are in line with the previous estimates.
- Recommend release of long lead or schedule critical trade or scope packages.

- Assist in value engineering and system analysis. Suggest alternative methods and materials for use on the project. Analyze proposed materials and building systems with respect to quality, availability, and price.
- Perform constructability review and deliver comments to the Village suggesting alternative options.
- Provide cost comparisons of alternative construction systems and materials during the design development and construction document phase.
- Review final documents during preparation to minimize ambiguities, conflicts, overlaps, and omissions between CONTRACTOR(S) and/or trade packages.

#### 31.2.2 Bidding / Contract Award

- Prepare the general requirement specifications for the project, utilizing Village boiler plate documents.
- Assist the Village in prequalifying all contractors interested in bidding the project.
- Prepare bid packages identifying the specific scope of work for each trade or contract, utilizing Village boiler plate documents.
- Prepare detailed pre-bid schedule criteria identifying long lead material items and critical path construction activities.
- Prepare bid forms and documents for solicitation of competitive public bids
- Assist the Village in distribution of bid documents to all interested contractors and conduct a pre-bid conference to review all the bid documents and to allow the bidders an opportunity to visit the site and familiarize themselves with the existing conditions.
- Assist the Village and the consultants in resolving questions or interpretations during the bid process.
- Prepare bid document addenda to clarify the bid documents or respond to bidders' questions.
- Conduct formal public bid opening with a Village's representative.
- Conduct scope reviews and make recommendations for contract award.
- Prior to the Village's issuance of a Notice to Proceed for the work, the CM shall verify the drawings and specifications and include all modifications to the documents that were included in any addenda issued to bidders. The Village will print copies as necessary for use by the CONTRACTOR(S) and the Village.
- Review the availability of labor and the capabilities of the CONTRACTOR(S) to perform the work as defined in the contract documents.

#### 31.2.3 Construction Phase

- Provide office and jobsite administration of the contract process.
- Provide full time, on-site coordination and supervision of all CONTRACTOR(S) and construction activities whenever work is being performed. The CM's representative shall be 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. The CM shall not replace him without prior written notification to the Village.

- Review work as completed to assure compliance with contract documents.
- Coordinate all general layout services, temporary facilities, utilities, and other general condition items as required or specified for the project.
- Coordinate the submittal review process, which will include reviewing and commenting on all applicable contract submittals, and maintaining a submittal log.
- Manage and coordinate the flow of project information, using forms and procedures as agreed to with the Village.
- Investigate and respond to CONTRACTOR(S)'S requests for information (RFIs).
- The CM shall assist the Village in the review of all change order requests, assist in all negotiations with the contractor(s), and shall make recommendations as to acceptance or denial, and the ramifications thereof.
- Schedule geotechnical and material testing services with the Village's material testing consultant for tracking and obtaining all necessary certifications of materials used in the work.
- Hold and chair weekly coordination meetings with the trade contractors and weekly progress meetings with the Village. Provide meeting minutes.
- Where appropriate, act as the Village's representative with neighbors and other members of the public.
- Maintain a daily log including weather, contractors on-site, number of workers, equipment, work accomplished, problems encountered, etc.
- Maintain on-site one full copy of all contract documents noting any field changes.
- Provide monthly progress reports, including a summary of work performed and addressing any costs or scheduling changes.
- Periodically update construction schedule.
- Recommend corrective action to the Village should the project fall behind schedule. Implement the actions as required to minimize delay.
- Assist the Village with review of monthly pay requests from the trade contractors and various vendors. The Village is to distribute funds to the appropriate CONTRACTOR(S) and vendors. This task includes obtaining required insurance certificates, lien waivers from the CONTRACTOR(S) and the major materials suppliers and subcontractors, and certified payroll from all CONTRACTOR(S) and subcontractor(s). Assist in obtaining and scheduling inspections of governmental authorities having jurisdiction over the project.
- Furnish all necessary field survey equipment (i.e. tripod, level, grade rod, 100' tape, etc.) required for inspection of the CONTRACTOR(S)'S work. Furnish own mode of transportation to and from project site. Furnish own communication facilities (i.e. cell phones and/or two-way radios) and any safety equipment as required by the Village. These items will be considered "tools of the trade" and no additional compensation will be allowed.
- Provide, at own expense, an Engineer's field office, if necessary.



31.2.4 Post Construction Phase

- Coordinate and expedite resolution of all construction related issues.
- Issue for review and approval the Substantial Completion Forms, collection of these forms, and submit them to the Village for its record.
- Obtain, review, and transmit closeout documents such as record drawings, guarantees, warranties, and operations and maintenance manuals.
- Assist the Village in preparing punch lists and expediting completion of all outstanding or substandard work.
- Obtain on behalf of Village, and turn over to Village's Project Manager, plans, specifications, letters of acceptance, and all documentation pertaining to the Project, **neatly organized** in new, legal size, heavy duty, quality, dustproof Banker's Box(es).

31.3 Deliverables

The CM shall be required to submit, on a regular basis or from time to time, certain statements, reports, evaluations, opinions or other similar submissions as a part of CM services and responsibilities as delineated herein and as required as a result of subsequent procedures developed in conjunction with the Village covered under the agreement for CM services with the Village.

All items submitted by the CM to the Village as part of the services on behalf of the Village shall become the sole property of the Village.

31.4 Digital Photo Documentation

Compact discs of comprehensive project photo documentation submitted in support of observation reports, weekly status meetings, monthly status reports or other shall be provided and annotated appropriately.

31.5 Final Turnover of CM Documents

In addition to properly and chronologically organized hard copies of all contract administration documentation, the CM shall provide an electronic/digital version of all deliverables provided to the Village.

In addition to the hard-copy submissions, the CMA shall submit two (2) sets of read only compact disk(s) with all executed and received deliverables compatible with, at a minimum, Microsoft Word, Excel, Microsoft Project 2000, and AutoCAD 2013.

**32. PROPOSAL REQUIREMENTS**

32.1 One original and two copies of the statement of proposal (one copy to be in the form of a .pdf file on a CD) shall be submitted in 8 ½ x 11 format and be organized as follows:

- Cover Letter (optional)
- Project Understanding/Approach
- Firm Qualifications and Experience (Project Data Sheets)
- Name of On-site Representative

- Key Staff Resumes
- Project Organizational Chart
- Proposed Project Schedule
- “Not to Exceed” Fee Proposal with hourly breakdown

The proposals shall be succinct and directly relevant to this project. Proposals shall be submitted in an 8.5x11 format. Maximum number of pages for consultant generated proposal information shall be approximately 20 single sided (or 10 double sided). Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project should be included. Also, please identify the physical location of the project team members.

32.2 Deadline and Proposal Disposition

Complete, sealed proposals shall be due NOT LATER than 10:00 A.M. on December 20, 2013. Proposals shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all received proposals, and not disclose information provided by prospective consultants with any other consultant, nor with the selected Consultant.

32.3 Fee Proposal

The Village prefers the method of compensation for professional services to be based on hourly-charged personnel rates plus expenses, with a Total “Not To Exceed” cost.

Please submit an estimate of hourly personnel requirements to complete the scope of services outlined in your proposal, a list of current hourly rates and a total “Not To Exceed” cost for providing the proposed services to the Village. This “Not To Exceed” cost shall include deliverables and reimbursable expenses, such as postage, delivery service, printing, etc. The Village shall be invoiced monthly. **Additional compensation above and beyond the “Not to Exceed” cost (i.e. change orders) will not be considered without a significant change in project scope.**

32.4 Consultant Selection

Consultant Selection will be based on the following:

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- Familiarity with Village of Downers Grove policies and preferences
- Capability and experience on comparable projects
- Experience and qualifications of identified on-site representative
- Recognition of items related to project, including identification of design elements, and processes that will ultimately result in a quality, streamlined project
- Overall Not-to-Exceed Total Cost

32.5 Pre-Proposal Field Review

Prior to submitting a Proposal, each prospective Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full

performance of this project and to verify any representations made by the Village upon which the Proposer will rely. These investigations shall be limited to public property only. The monetary expenses incurred as a result of conducting these investigations shall be borne by the prospective Proposer and shall not be the responsibility of the Village.

**33.0 CONTACTS**

All questions concerning the project and/or submittal should be directed to:

Daniel J. Kmiecik, PE  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515  
Phone 630-434-6875  
Fax 630-434-5495

**IV. PROPOSER'S RESPONSE TO RFP (Professional Services)**

**(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the**

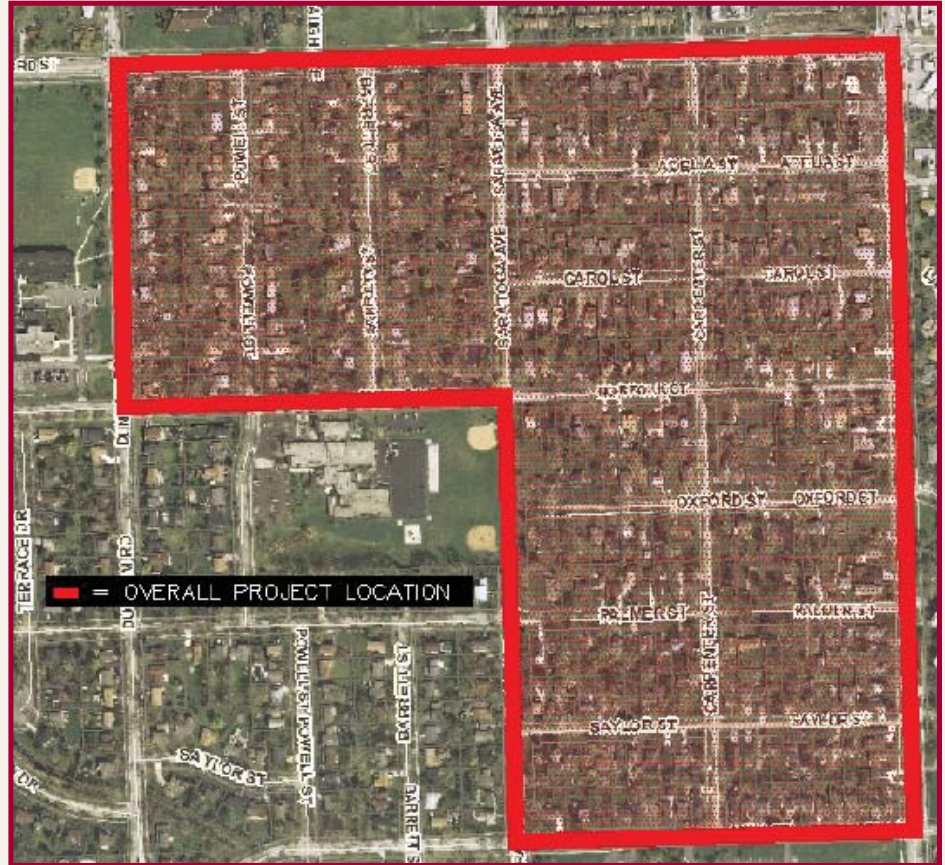
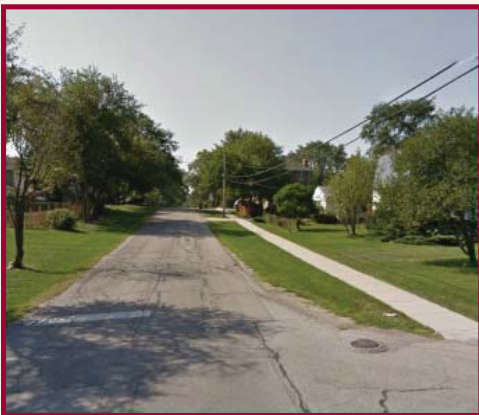
**Village.)**



ORIGINAL

# REQUEST FOR PROPOSAL

VILLAGE OF DOWNERS GROVE | DUE: DECEMBER 20, 2013



## ESTERBROOK/DOWNERS GROVE ESTATES - CONSTRUCTION MANAGEMENT ADVISOR

PROPOSAL No. ST-027/WA-019/ST-046/SW-039/SW-040

WWW.V3CO.COM | 888.707.2779

VISIO, VERTERE, VIRTUTE ... The Vision to Transform with Excellence



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- SECTION 4:** *PROPOSED PROJECT TEAM*
- ♦ *Organizational Chart*
  - ♦ *Resumes*
- SECTION 5:** *REQUIRED FORMS*
- SECTION 6:** *FEE PROPOSAL*



*30 Years of Pursuing  
Excellence with Passion*

December 20, 2013

Mr. Daniel Kmiecik, P.E.  
Staff Engineer  
Village of Downers Grove – Public Works  
5101 Walnut Ave  
Downers Grove, IL 60515

**Re: Construction Management Advisor Proposal  
Esterbrook/Downers Grove Estates**

Dear Mr. Kmiecik:

On behalf of V3 Construction Group, we are pleased to submit this proposal to provide Construction Management Advisor services for the Esterbrook/Downers Grove Estates watermain replacement and roadway reconstruction project.

V3 is unique in that we provide a full range of services from professional engineering design to execution and direction of all construction activities. Our wide array of technical talent resident within V3 affords us and our clients the ability to balance technical requirements with practical and cost effective solutions. V3 Construction's unique combination of professional construction managers specializing in site infrastructure work, along with our prime contracting and self-perform earthwork abilities, make V3 your unparalleled experts in site construction management services.

We have addressed all of the items you requested in your RFP and are committed to the successful execution of this project. Please feel confident that by selecting V3 as your construction management advisor you will receive a quality project that meets the goals of the Village as well as Downers Grove residents. We look forward to working with you not only as your construction management advisor, but also as your partner in achieving success on this project.

Your on-site representative will be Keith Butkus. He can be reached at 630-675-7335 or [kbutkus@v3co.com](mailto:kbutkus@v3co.com) If you have any questions concerning this proposal, please feel free to contact Mike directly.

Sincerely,  
V3 Construction Group

Keith Butkus, P.E.  
Senior Project Manager  
[kbutkus@v3co.com](mailto:kbutkus@v3co.com)  
Direct: 630-729-6179

Michael Famiglietti, P.E.  
Director of Construction  
[mfamiglietti@v3co.com](mailto:mfamiglietti@v3co.com)  
630-729-6223

Enclosure: Proposal (response to RFP)





# Project Understanding & Approach

It is our understanding that the Esterbrook/Downers Grove Estates project is a subdivision rehabilitation project involving watermain replacement, drainage improvements and roadway reconstruction. Management of all phases of this project will be performed by a project team combining both V3 Construction Management Advisor staff (CMA) and Village of Downers Grove Engineering staff (VDG). By assembling this project team, the Village will be able to utilize the CMA's extensive knowledge of infrastructure construction, trade contractor logistics, production, pricing, management and dispute resolution while still maintaining a reasonable professional service budget by performing various tasks with VDG as follows:

1. CMA will develop for approval by VDG a *Project Phasing Plan* which will identify the critical path schedule as well as defining and sequencing the individual trade contractor scopes of work.
2. CMA will perform *QC/Constructability/Value Engineering* reviews of the construction documents at 75% completed design documents and 100% completed design documents.
3. CMA will prepare detailed *Cost Estimates* at 75% completed design documents and 100% completed design documents.
4. Based upon the approved Project Phasing Plan and For Bid design documents, CMA will prepare for solicitation for bid, trade specific *Bid Packages* including schedules of value, special provisions and critical path schedule.
5. CMA will conduct prebid meeting(s) with assistance from VDG.
6. VDG to conduct a public bid opening with assistance from CMA.
7. CMA to perform scope reviews with assistance from VDG.
8. CMA to issue Recommendations of Award.
9. CMA to provide daily on-site coordination of all work in combination with VDG's specific daily task, achieving a "full time on-site" presence of the project team.
10. Specific tasks of CMA during construction will be:
  - a. Daily on-site coordination of work
  - b. Schedule management of the various trade contractors including coordination of items to be relayed to the public through VDG staff
  - c. Management and coordination of project information including product submittals, RFI's, Requests for Change Orders and Field Directives
  - d. If required, provide "Dry Utility Coordination" of required dry utility relocations resulting from the design/construction of this project
  - e. Chair weekly progress meeting with applicable trade contractors
  - f. Lead any required conflict resolution
  - g. Coordinate the services of any subconsultants
  - h. Assist VDG with QC inspections
  - i. Provide a monthly Construction Manager's Executive Report
11. Specific tasks of VDG will be:
  - a. Daily QC inspections
  - b. Daily quantity measurement
  - c. Public relations.
12. CMA to coordinate the closeout of all trade contractor contracts.



Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2014												2015												
						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL						
1000	Planning/Design Phase	50	50	20JAN14	28MAR14	[Red bar from Jan 20 to Mar 28]																								
1002	75% Design QC & Cost Estimate	10	10	20JAN14	31JAN14	[Green bar from Jan 20 to Jan 31]																								
1004	Develop Project Phasing Plan	30	30	03FEB14	14MAR14	[Green bar from Feb 03 to Mar 14]																								
1006	100% Design QC & Cost	10	10	17MAR14	28MAR14	[Green bar from Mar 17 to Mar 28]																								
1010	Bidding/Contract Award Phase	30	30	31MAR14	09MAY14	[Red bar from Mar 31 to May 09]																								
1012	Create Trade Bid Packages	10	10	31MAR14	11APR14	[Green bar from Mar 31 to Apr 11]																								
1014	Bidding Period	15	15	14APR14	02MAY14	[Green bar from Apr 14 to May 02]																								
1016	Scope Review, Recommendation & Award	5	5	05MAY14	09MAY14	[Green bar from May 05 to May 09]																								
1020	Construction Phase	140	140	12MAY14	24NOV14	[Red bar from May 12 to Nov 24]																								
1022	Mobilization	10	10	12MAY14	23MAY14	[Green bar from May 12 to May 23]																								
1024	Utilities	50	50	26MAY14	04AUG14	[Green bar from May 26 to Aug 04]																								
1026	Roadway Reconstruction	75	75	15JUL14	27OCT14	[Green bar from Jul 15 to Oct 27]																								
1028	Restoration	20	20	21OCT14	17NOV14	[Green bar from Oct 21 to Nov 17]																								
1029	Punchlist	5	5	18NOV14	24NOV14	[Green bar from Nov 18 to Nov 24]																								
1030	Post Construction Phase	20	20	25NOV14	22DEC14	[Red bar from Nov 25 to Dec 22]																								

Start date	20JAN14
Finish date	22DEC14
Data date	20JAN14
Run date	18DEC13
Page number	1A
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**V3 Companies  
Esterbrook/Downers Grove Estates**

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point



# 2ND & CUMNOR WATERSHED IMPROVEMENTS

CLIENT: VILLAGE OF DOWNERS GROVE

## V3 SERVICES

- Construction Management
- Ecological Construction & Restoration Oversight
- Contractor Bid & Award Consulting
- Project Design QA/QC

## PROJECT DETAILS

- Location: Downers Grove, Illinois



- V3 served as Construction Management Advisor for a \$1.1 million project to create a stormwater management facility to address localized flooding
- Prior to the project, the area would routinely flood more than 2 feet after 10-year storm events
- Located in a built-up area, the project involved the demolition of five existing residential buildings and the closing and reconstruction of local streets
- The project scope also included earthwork excavation and the creation of a naturalized detention basin with a pedestrian trail and interactive educational area
- Storm sewer, watermain and sanitary sewer needed to be relocated with the demolition of the housing and Cumnor Street from 2nd to 3rd Street; 3rd Street was rebuilt following the utility relocation
- The majority of the project was completed in the fall of 2011, with final native landscape restoration performed in the spring of 2012
- In addition to providing QA/QC review of the Village-created design, V3 put together the bid packages and coordinated the bid process and awarding of construction contracts
- This project was awarded the 2012 ASCE - Illinois Section - Outstanding Civil Engineering Achievement Award Under \$5 Million





# GROVE STREET RECONSTRUCTION

CLIENT: VILLAGE OF DOWNERS GROVE

## V3 SERVICES

- General Contracting
- Street Demolition
- Excavation & Grading
- Aggregate Base Placement
- Parkway Restoration
- Construction Layout
- Record Drawings

## PROJECT DETAILS

- Location: Downers Grove, Illinois
- Construction Costs: \$970,000



- General Contractor for this \$970,000 street reconstruction and conversion from asphalt paving to permeable brick pavers
- Severely deteriorated asphalt pavement to the extent of requiring full reconstruction.
- Project was incorporated into the Downtown Business District Water Quality Enhancements and Green Streets/Sustainable Stormwater Projects initiative.
- Pavers helped replicate the brick road historical look of Grove Street.
- Project included full removal and replacement of the existing pavement, curb and gutter, storm sewer, and water main along the entire stretch of Grove Street from Main Street to Carpenter Street.
- Construction was completed in two phases in order to allow residential access to all properties during construction.
- Temporary access was provided to each driveway through the construction zones to accommodate all residences.







# CARPENTER STREET STORM SEWER REPLACEMENT

CLIENT: VILLAGE OF DOWNERS GROVE

## V3 SERVICES

- Construction Management
- Design/Build Services

## PROJECT DETAILS

- Location: Downers Grove, Illinois



- This design/build project involved the construction of a storm sewer system on a busy residential street that needed to remain open at all times
- A Special Storm Structure had to be constructed at the end of an 11' storm sewer pipe and installed in close proximity to existing residential homes and driveways
- A unique challenge was managing a 24-hour pumping effort that was needed to drop the water level to allow work to proceed
- This project was awarded the 2009 Project of the Year by the American Public Works Association (APWA)





# WASHINGTON PARK STORMWATER IMPROVEMENTS

CLIENT: VILLAGE OF DOWNERS GROVE

## V3 SERVICES

- Resident Engineering
- Construction Inspection
- Construction Observation
- Project Documentation
- Materials Testing
- Measurement of Quantities
- Coordination between business owners and the residents

## PROJECT DETAILS

- Location: Downers Grove, IL
- Total Construction Cost: \$2,900,000
- Year Completed: 2010



- V3 provided construction management services for this \$2.9 million storm water and park project
- This project included over 32,000 cubic yards of earth excavation, construction of 10,400 square feet of concrete walls, storm sewer, pipe underdrains, an irrigation system and a new bituminous parking lot
- The project also included the construction of park amenities such as a softball field, soccer fields, a park entrance feature with fountain and decorative fence, picnic shelter, picnic tables, benches, playground equipment, backstop fencing and fixed stadium style seats
- The project required extensive coordination between the Village, Park District and residents







# EUCLID AVENUE & HARVARD STREET IMPROVEMENTS

CLIENT: ELMHURST MEMORIAL HEALTHCARE/HAMMES COMPANY

## V3 SERVICES

- Construction Management

## PROJECT DETAILS

- Location: Elmhurst, Illinois



- As part of construction of a new Elmhurst Memorial Healthcare hospital building, V3 oversaw improvements to two residential roads, totaling 3000 linear feet.
- Both roads were widened and received complete curb and gutter installation improvements
- Harvard St. was built to a three-lane profile: two lanes for hospital and public traffic and a one-way lane for homeowners
- Euclid Ave. received a middle turn lane for hospital traffic
- The project also involved the installation of a new storm sewer system and right-of-way landscaping on both roads and street lighting on Euclid Ave.
- Project complexities included intensive homeowner coordination during construction and included provisions to provide continuous access, mailbox relocations, driveway apron reconstruction and landscaping removal and replanting
- The storm sewer installation was complicated by the presence of numerous existing utilities, necessitating close coordination between utility companies and the contractor and requiring field changes to address existing utility conflicts
- A high water table in the area also made pumping a necessity
- The project started in August 2008 and was completed in June 2009 at a cost of \$2 million

# 2011/2012 Landscape Capital Improvements



for College of DuPage, Glen Ellyn, IL



## PERFORMANCE OBJECTIVE

V3 Companies has been a key member of the project team assisting the College of DuPage in meeting its objective of providing its students with a world-class physical environment – from design through construction and maintenance. The team's primary goal has been to deliver projects of the highest quality, while meeting budget and schedule constraints. This digest briefly summarizes V3's performance against this goal on COD's 2011 Landscape Capital Improvement projects.

## PROGRAM CHALLENGES

During the course of the program, many challenges emerged as the individual projects became more complex.

- A change to the project delivery method from a Job Order Contract delivery method to a project-specific/trade-specific approach. The change in delivery method resulted in four separate bid packages, which generated a total of 30 individual Trade Contract scopes of work for eight projects.
- Design work was not under contract until March 2011. As a result, bid packages were issued with conceptual design plans rather than construction documents, which weren't finalized until construction was under way.
- The short project delivery schedule didn't allow time for adequate owner review and coordination with COD's executive office.



## PROGRAM SUCCESSES

Despite the aforementioned challenges, the program team and COD's Facilities Planning and Construction staff, achieved solid results.

- Six of the eight projects were substantially complete by Oct. 31, 2011 with the remaining two expected to be substantially complete by year-end.
- Cost-effective bidding, construction and permit coordination will result in anticipated savings of \$250,000.
- Projected final costs of \$6,350,000 were achieved through extensive efforts to evaluate design and material alternatives to maintain budgets while achieving the high-quality standards of COD.
- Coordination with other projects around the PE building resulted in additional savings and minimized potential re-work of the area.
- Schedule adherence improved from the 2010 program.
- The number of field changes were reduced from 2010.
- Projects were closed out more quickly than in 2010.



# Project Team

V3's project team consists of extremely talented professionals including construction managers/ professional engineers and estimators who specialize in site infrastructure construction. All have operated under a variety of delivery systems including Construction Management, General Contracting, Trade Contracting, Design-Build, and Owners Representation. We understand the scope of work and the requirements to complete a successful infrastructure project.

## **RESPONSIBILITIES WITHIN THE V3 TEAM**

The project team for the Esterbrook/Downers Grove Estates project will be comprised of the following individuals who will have these general responsibilities:

### **Senior Project Manager / On-Site Manager**

**Keith Butkus, P.E.**

The Senior Project Manager (PM) will be the primary contact for the Owner for all stages of this project. It is the PM's responsibility to make sure that the project is fully executed and that all the available resources are utilized when appropriate. Responsibilities will include the coordination of all preconstruction activities with V3 estimating department, establishment of project procedures, project schedule, bid solicitation, bid analysis and final contractor recommendations. During construction, the PM will be responsible for the day to day jobsite administration of all work as well as administration of the project schedule, contracts, budget and pay requests.

Mr. Butkus is a licensed professional engineer and has over 19 years of experience in the construction industry with expertise in the management and execution of site development and infrastructure projects.

### **Senior Estimator**

**Thomas Foster**

The responsibility of the Senior Estimator will be to assist the Senior Project Manager with the preparation of all cost estimates throughout the completion of the final design engineering design, assembly of bid packages and the review of contractor bids.

During construction, the Senior Estimator will be available to review any change order/extra work requests from a trade contractor's perspective, thus helping the management staff to understand whether the costs for requests are reasonable.

Mr. Foster has over 14 years of experience in the construction industry with expertise in productions and pricing of the many trade construction aspects of site infrastructure and ecological restoration projects.

### **Dry Utility Coordinator**

**Davey Utility**

The responsibility of the Dry Utility Coordinator will be, if required, to assist the Senior Project Manager with the coordination of the relocation of any conflicting dry utility facilities that may negatively impact the project's schedule and/or budget.

Davey Utility brings over 25 years of utility related experience to the project team.



# V3 Team – Organizational Chart



**PROJECT DIRECTOR**

**MIKE FAMIGLIETTI, P.E.**

**PROJECT MANAGER**

**KEITH BUTKUS, P.E.**

**ESTIMATOR**

**TOM FOSTER**

**DRY UTILITY  
COORDINATOR**

**DAVEY UTILITY**

**TRADE CONTRACTORS**





# Keith Butkus, P.E.

## Senior Project Manager

### YEARS OF EXPERIENCE

---

With V3: 18  
Other: 2

### EDUCATION

---

Bachelor of Science  
Civil Engineering  
University of Illinois –  
Champaign

### REGISTRATIONS

---

Professional Engineer:  
Illinois, 062-053670, 2000

### SELECTED CONTINUING EDUCATION

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UNIVERSITY OF  
WISCONSIN:  
Successful Construction  
Management Techniques  
and Procedures

Risk Management

IDOT:  
Documentation

Pavement Construction

Drainage Structure  
Construction

### AREAS OF SPECIALIZED SKILL

---

Parks and Recreation  
Construction

Infrastructure Construction

Mass Earthwork

Wellpoint Dewatering

Mr. Butkus has over 20 years of construction management and contracting experience involving private and public site work and infrastructure construction. He has a background in construction sequencing, scheduling and cost estimating as well as personnel and project management. Mr. Butkus is responsible for the construction management and/or general contracting of various infrastructure projects.

### NOTEWORTHY PROJECT EXPERIENCE

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**Stormwater Improvements at 2<sup>nd</sup> & Cumnor, Downers Grove, DuPage County, Illinois** – Project Manager for this stormwater improvement project involving demolition of residential structures, storm sewer, and roadway in order to construct a new naturalized detention basin, park site, and reconstructed roadway with upsized storm sewer.

**Grove Street Reconstruction, Downers Grove, DuPage County, Illinois** – General Contracting Project Manager for this \$1.0M roadway reconstruction/stormwater improvement project involving the reconstruction of Grove Street from Main Street to Carpenter Street with permeable brick pavers.

**College of DuPage, 2011- 2012 Infrastructure and Landscape Improvements Glen Ellyn, IL** – Construction Manager for approximately \$15M of improvements for the 2011-2012 capital infrastructure improvements throughout the campus on over 24 individual projects. Contract delivery was executed through Agency Construction Management and included trade-specific bid packages with scope of work extending into multiple projects. Work was primarily executed during the summer months to take advantage of the reduced student population and included projects ranging from parking lot construction to a customized waterfall fountain and campus landscaping.

**Harvard Street, York Street & Brush Hill Road Improvements, Elmhurst, IL** – General contracting Project Manager for the reconstruction of 2,300 linear feet of existing Roadway, 1,000 Linear Feet of roadway widening and 4.67 acres of new parking lot construction associated with the construction of the new Elmhurst Memorial Healthcare Complex. Total construction costs valued at approximately \$3M.

**Euclid Ave./Harvard St. Reconstruction, Elmhurst, Illinois** – Construction Management Project Manager for the reconstruction of two City of Elmhurst residential streets associated with the construction of the Elmhurst Memorial Hospital – York Street Campus. Total construction costs valued at approximately \$2.0 million.

**Skokie Valley Trail, Lake Bluff, IL** – Project Manager for this \$2.2 million dollar bike path project south of Illinois Route 176 within the Commonwealth Edison Power Company and Union Pacific Railroad right-of-ways. A key challenge involved accomplishing the installation of a precast box culvert for the railroad underpass in a 30-hour window. The project required close coordination with Union Pacific Railroad for track removal and replacement and with Commonwealth Edison for service relocations. Project scope included the installation of a culvert and more than 2100 lineal feet of asphalt paved bike path along with associated restoration.



# Keith Butkus, P.E.

## Senior Project Manager

**Waubonsee Community College Intersection Improvements, Sugar Grove, Illinois** – Construction Project Manager for the reconstruction of the southern entrance into Waubonsee Community College at Illinois Route 47 and Waubonsee Drive. Work included self performed roadway demolition, roadway grading, storm sewer installation and aggregate base installation as well as the management of P.C.C. Pavement installation and traffic signal installation with a total construction value of \$700,000.

**River Bend Park, St. Charles, Illinois** – General Contracting Project Manager for the first phase of a new park facility. The work, valued at \$633,000, included mass grading, underground utilities, parking lot and walking paths, fencing and naturalized and turf seed planting.

**Morton Arboretum, Lisle, Illinois** – General Contracting Superintendent for \$3.9 million sitework construction project including 95,000 cubic yards of self-performed earthwork, 4,500 lineal feet of new roadway, various storm sewer, sanitary sewer and water main improvements and the construction of a 500-stall brick-paver parking lot.

**South Village Green, Lincolnshire, Illinois** – General Contracting Project Manager for a \$600,000 public streetscape and parking area. Work included mass earthwork, concrete brick paving, curb and gutter, sidewalks, retaining walls, landscaping, irrigation and lighting.

**South Graue Woods, Elmhurst, Illinois** – Resident Engineer for \$2.2 million reconstruction of the existing subdivision. Work included the observation and coordination of the installation of new storm sewer, sanitary point repairs, new water main and new pavement including curb and gutter. This project required many field revisions to work around existing utilities and to preserve the existing trees.





# Mike Famiglietti, P.E.

## Construction Division Director

### YEARS OF EXPERIENCE

---

With V3: 16  
Other: 5

### EDUCATION

---

Bachelor of Science  
Civil Engineering  
Purdue University

### REGISTRATIONS

---

Professional Engineer:  
Illinois: 062-054914, 2001

### CONTINUING EDUCATION

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IDOT:  
OSHA 30-Hours Training

Radiation Safety Training

UNIVERSITY OF  
WISCONSIN:  
Successful Construction  
Management Techniques &  
Procedures

Maintaining Asphalt  
Pavements

Construction Management  
Materials Testing

Geotechnical Engineering

### PROFESSIONAL ASSOCIATIONS

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American Concrete  
Institute (ACI)

American Society of Civil  
Engineers (ASCE)

Mr. Famiglietti has over 21 years of experience in the construction industry with expertise in the management and execution of ecological, site development, infrastructure, and building projects. Specific project experience includes greenfield development, major redevelopment, retail and commercial construction, parks and ecological restoration. He is currently responsible for the overall construction operations and business development for V3's Construction Management and Contracting.

### NOTEWORTHY PROJECT EXPERIENCE

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

**2011-2012 Capital Improvements, Glen Ellyn, IL –** Project Director for approximately \$15M of College of DuPage capital site improvements for upgrading their campus infrastructure and site features. The projects were managed through an agency construction management delivery system from initial concept design through construction and ultimately maintenance of the improvements. Unique to the construction delivery was the use of a trade specific bid packages that crossed several projects. This enabled the college to execute multiple projects ranging in size from small to large while recognizing the cost benefit of a single large project.

**Central DuPage Hospital Fox Valley Medical Center, Aurora, IL –** Project Director for this \$2.1 million improvement project, whose scope included a complex mass grading, stormwater management and utility improvement phase. A key project challenge was achieving balanced earthwork on an existing site with more than 25 feet of elevation change. Naturalized detention basins were designed at the north and south sides of the site to provide stormwater management per the City of Aurora requirements. The final site improvements were phased, with the south half of the site built to final condition and the north half of the site remaining in a mass-grade condition for future development. Phase I site improvements included a 30,000-square-foot medical office building, a 273-stall parking lot with associated access drives and drop-off areas, and right-in/right-out access drive onto Farnsworth Ave. and multiple site driveways on Church Rd. Close coordination was required from a design and construction standpoint to coordinate with the proposed widening of Church Road along the west of the site. V3 also provided naturalized planting plans for the two stormwater management facilities and self-performed some of the site grading components of the project.



# Mike Famiglietti, P.E.

## Construction Division Director

**Lincoln Mall Redevelopment, Matteson, Illinois** – Senior construction manager for this redevelopment of the Lincoln Mall. The work included in-line mall and anchor store demolition, reworking of existing mall systems to be operational following demolition, contaminated soil management and disposal, mass grading to expose lower level of mall and create uniform 2-story appearance, and overall management and construction of new outlots, utilities, parking lots and roadways. Total sitework construction budget exceeded \$20 million with over \$100 million in total redevelopment.

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

**Cantera Development, Warrenville, Illinois** – Construction project manager for this 650-acre mixed use business park including office, retail, and residential developments. Responsibilities were associated with the overall infrastructure development, building pad delivery, utility installations, parking lot and roadway construction. Scope of work included generating and managing annual budgets, bidding and negotiating contracts, interaction with the civil design engineer, architects, governing agencies, and Owners to determine land planning and overall logistics of construction. The total project budget for the infrastructure development exceeded \$39 million.

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

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

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

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

**Windham Lakes Business Park, Romeoville, Illinois** – Project manager for the construction of all infrastructure improvements for this 400-acre industrial and office development. Work included all mass grading, stormwater detention, wetland mitigation and construction, underground utilities, overall earthwork balancing, parking lot and roadway construction and other improvements exceeding \$15 million.



# Tom Foster

## Senior Civil Estimator

### YEARS OF EXPERIENCE

---

With V3 14  
Other: 5

### EDUCATION

---

Northern Illinois University

### CONTINUING EDUCATION

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HCSS:  
Annual training conference:  
2007, 2008, 2009

IDOT:  
Bituminous Pavement  
Inspection

UNIVERSITY OF  
WISCONSIN:  
Soils engineering for Non-  
Soils Engineers and  
Technicians

Effective Construction  
Contract and Field  
Administration

### AREAS OF SPECIALIZED SKILL

---

Proficiency in HCSS  
Bidding/Estimating Software

Carlson Take-off Software

Earthwork Balance Analysis

Logistics Planning

Alternatives Analysis

Scheduling & Production

Mr. Foster has over 19 years of construction experience on both public and private sector site infrastructure and ecological restoration projects. As the Senior Civil Estimator for V3 Companies, he is responsible for the overall supervision and execution of an average annual bid volume exceeding \$70 million. This responsibility includes management of estimating technicians, document management, interface with design teams to understand the overall design intent, vendor and trade contractor interaction, and defining the overall parameters for submission of performance guaranteed bids.

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

### RESPONSIBILITIES

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

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

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

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

# Esterbrook/Downers Grove Estates Construction Management Advisor V3 - Fee Schedule

Planning/Design Phase (10 Weeks)			
Team Member	Hours	Rate	Total
Senior Project Manager	60	\$ 175.00	\$ 10,500.00
Senior Estimator	20	\$ 150.00	\$ 3,000.00
<b>Total - Planning &amp; Design:</b>			<b>\$ 13,500.00</b>

Bidding/Contract Award Phase (6 Weeks)			
Team Member	Hours	Rate	Total
Senior Project Manager	80	\$ 175.00	\$ 14,000.00
Senior Estimator	30	\$ 150.00	\$ 4,500.00
<b>Total - Bidding/Contract Award:</b>			<b>\$ 18,500.00</b>

Construction Phase (28 Weeks)			
Team Member	Hours	Rate	Total
Senior Project Manager	620	\$ 175.00	\$ 108,500.00
Engineering Technician	450	\$ 110.00	\$ 49,500.00
Dry Utility Coordination	20	\$ 175.00	\$ 3,500.00
<b>Total - Construction:</b>			<b>\$ 161,500.00</b>

Post Construction Phase (4 Weeks)			
Team Member	Hours	Rate	Total
Senior Project Manager	20	\$ 175.00	\$ 3,500.00
<b>Total - Post Construction:</b>			<b>\$ 3,500.00</b>

Reimbursable Expense Allowance	\$ 1,000.00
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<b>PROJECT TOTAL</b>	<b>\$ 198,000.00</b>
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**Notes:**

- 1 Estimated durations are given for each Phase as depicted in our attached critical path schedule.
- 2 On-site Construction Management Advisor services are provided in conjunction with Village's On-Staff representative in order to provide full time oversight of the project
- 3 The entirety of the work for the above referenced phases will be performed on an hourly basis. The Project Total listed above should be considered a "Not to Exceed" cost that will not change without a significant change in project scope.





UNITED STATES | SAUDI ARABIA | HAITI | CANADA

[WWW.V3CO.COM](http://WWW.V3CO.COM) | 888.707.2779

**VISIO, VERTERE, VIRTUTE ... The Vision to Transform with Excellence**

Village of Downers Grove

**V. PROPOSAL/CONTRACT FORM**

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

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

**PROPOSER:**

V3 Construction Group Ltd.

Company Name

Date: 12/19/2013

7325 Janes Avenue

Street Address of Company

mfamiglietti@v3co.com

Email Address

Woodridge, IL 60517

City, State, Zip

Mike Famiglietti

Contact Name (Print)

630-724-9200


Business Phone

630-330-7626

13-Hour Telephone

630-724-9202

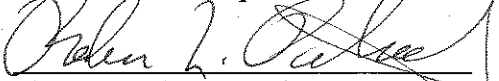
Fax

  
Signature of Officer, Partner or  
Sole Proprietor

Mike Famiglietti, President

Print Name & Title

ATTEST: If a Corporation

  
Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

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

Village of Downers Grove



**VENDOR W-9 REQUEST FORM**

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

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

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: V3 Construction Group Ltd.

ADDRESS: 7325 Janes Avenue

CITY: Woodridge

STATE: IL

ZIP: 60517

PHONE: 630-724-9200 FAX: 630-724-9202

TAX ID #(TIN): 36-4152156

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

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

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

SIGNATURE:

DATE: 12/19/2013

Village of Downers Grove

**PROPOSER'S CERTIFICATION**

Esterbrook/Downers Grove Estates/Construction Management Advisor

With regard to Esterbrook/Downers Grove, proposer V3 Construction Group hereby certifies  
(Name of Project) (Name of Proposer)

the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: [Signature]  
Proposer's Authorized Agent

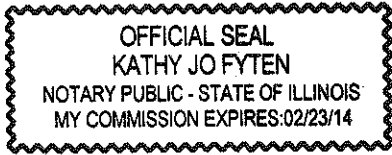
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**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 19 day of Dec., 20 13

[Signature]  
Notary Public



Village of Downers Grove

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois \_\_\_\_\_, which operates under the Legal name of V3 Construction Group Ltd., and the full names of its Officers are as follows:

President: Mike Famiglietti

Secretary: Robin L. Petroelje

Treasurer: Robin L. Petroelje

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the State of \_\_\_\_\_.

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

Insurer's Name Willis of Illinois

Village of Downers Grove

Agent John Adams

Street Address 425 N. Martingale Road Suite 1100

City, State, Zip Code Schaumburg, IL 60173

Telephone Number 847-517-8900

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

Print Name of Company: V3 Construction Group Ltd.

Print Name and Title of Authorizing Signature: Mike Famiglietti

Signature: 

Date: 12/19/2013

**Suspension or Debarment Certificate**

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

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

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

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

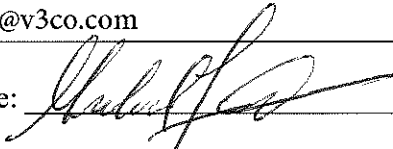
Company Name: V3 Construction Group Ltd.

Address: 7325 Janes Avenue

City: Woodridge Zip Code: 60517

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

E-mail Address: mfamiglietti@v3co.com

Authorized Company Signature: 

(Print )Name: Mike Famiglietti Title of Official: President

Date: 12-19-2013

**Campaign Disclosure Certificate**



Village of Downers Grove

Any contractor, proposer, Proposer 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.

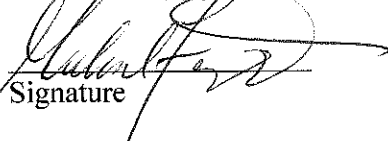
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

\_\_\_\_\_  
Under penalty of perjury, I declare:

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

  
Signature

Mike Famiglietti  
Print Name

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

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

# 2014-2018 Capital Project Sheet

Project # **ST-027**

## Project Description **Roadway Reconstruction, Esterbrook Subdivision, Unit 1**

### Project summary, justification and alignment to Strategic Plan

This project includes reconstruction of Powell, Barrett and Saratoga between 63rd and Norfolk Streets. The roadways exhibit advanced base failures and are no longer suitable candidates for the Roadway Maintenance Program. The subdivision's water mains are also scheduled for replacement in 2014 (WA-019). If funding permits, the projects will be completed simultaneously.

Cost Summary	New			FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Years	TOTAL
	Maintenance	Replacement								
Professional Services				50,000						50,000
Land Acquisition										-
Infrastructure		X		1,450,000						1,450,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
<b>TOTAL COST</b>				1,500,000	-	-	-	-	-	1,500,000

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
220-Capital Improvements Fund	1,500,000						1,500,000
							-
							-
							-
<b>TOTAL FUNDING SOURCES</b>	1,500,000	-	-	-	-	-	1,500,000

Project status and completed work  
None.

Grants (funded or applied for) related to the project.  
None.

Impact-annual operating expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

The reconstruction of these roads will initially reduce current maintenance costs by eliminating the need for emergency patching, extra sweeping and removal of aggregate after snow plow operations.

### Map/Pictures of Project



Priority Score **B**

Project Manager:

Andy Sikich

Program: **342**

Department:

Public Works

# 2014-2018 Capital Project Sheet

Project # **ST-046**

## Project Description **Roadway Reconstruction, Downers Grove Estates**

### Project summary, justification and alignment to Strategic Plan

This project includes the reconstruction of the roadways in Downers Grove Estates, concurrently with the drainage improvements being performed (SW-039 and SW-040).

Cost Summary	New	Maintenance	Replacement	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future	TOTAL
									Years	
Professional Services										-
Land Acquisition										-
Infrastructure		X		3,100,000						3,100,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
<b>TOTAL COST</b>				3,100,000	-	-	-	-	-	3,100,000

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
220-Capital Improvements Fund	3,100,000						3,100,000
							-
							-
							-
<b>TOTAL FUNDING SOURCES</b>	3,100,000	-	-	-	-	-	3,100,000

### Project status and completed work

It is anticipated that this work will be performed in 2014.

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

Impact-annual operating expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

The reconstruction of these roads will initially reduce current maintenance costs by eliminating the need for emergency patching, extra sweeping and removal of aggregate after snow plow operations.

### Map/Pictures of Project



Priority Score

Project Manager:

Andy Sikich

Program:

Department:

Public Works

# 2014-2018 Capital Project Sheet

Project # **SW-039**

## Project Description **Watershed Improvements, Prentiss Creek, Sub B (DG Estates)**

### Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves constructing storm sewers and catch basins, and re-establishing ditch lines, to help alleviate drainage concerns. The work will be performed in conjunction with the reconstruction of the road in 2014.

Cost Summary	New Maintenance Replacement			FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Years	TOTAL
Professional Services				50,000						50,000
Land Acquisition										-
Infrastructure	X	X	X	750,000					5,157,000	5,907,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
<b>TOTAL COST</b>				800,000	-	-	-	-	5,157,000	5,957,000

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
443-Stormwater Fund	800,000					5,157,000	5,957,000
							-
							-
							-
<b>TOTAL FUNDING SOURCES</b>	800,000	-	-	-	-	5,157,000	5,957,000

### Project status and completed work

Construction is anticipated to be completed in 2014.

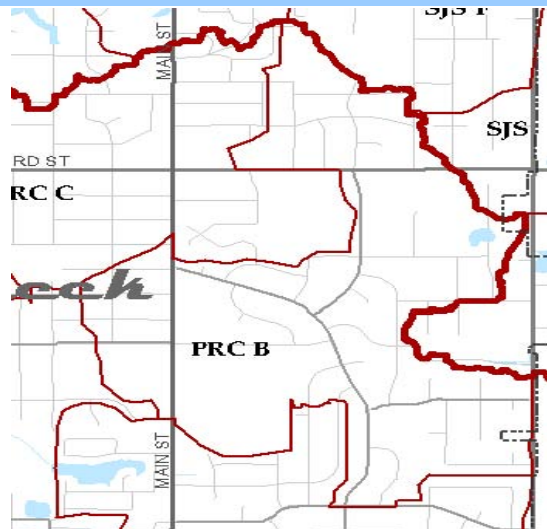
### Grants (funded or applied for) related to the project.

None.

Impact-annual operating expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Construction of new storm sewer will initially reduce maintenance expenses by eliminating the need for barricades and emergency pumping. Impact to the operating budget after FY2018 will increase as the new storm sewer ages and is in need of cleaning and repair.

### Map/Pictures of Project



Priority Score **B**

Project Manager:

Andy Sikich

Program: **347**

Department:

Public Works

# 2014-2018 Capital Project Sheet

Project # **SW-040**

## Project Description **Watershed Improvements, Prentiss Creek, Sub C (DG Estates)**

### Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves constructing storm sewers and catch basins, and re-establishing ditch lines, to help alleviate drainage concerns. The work will be performed in conjunction with the reconstruction of the road in 2014.

Cost Summary	New Maintenance Replacement			FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Years	TOTAL
Professional Services				50,000						50,000
Land Acquisition										-
Infrastructure	X	X	X	750,000					7,819,000	8,569,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
<b>TOTAL COST</b>				800,000	-	-	-	-	7,819,000	8,619,000

Funding Source(s)		FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Years	TOTAL
443-Stormwater Fund	▼	1,750,000					7,819,000	9,569,000
	▼							-
	▼							-
	▼							-
<b>TOTAL FUNDING SOURCES</b>		1,750,000	-	-	-	-	7,819,000	9,569,000

### Project status and completed work

Construction is anticipated to be completed in 2014.

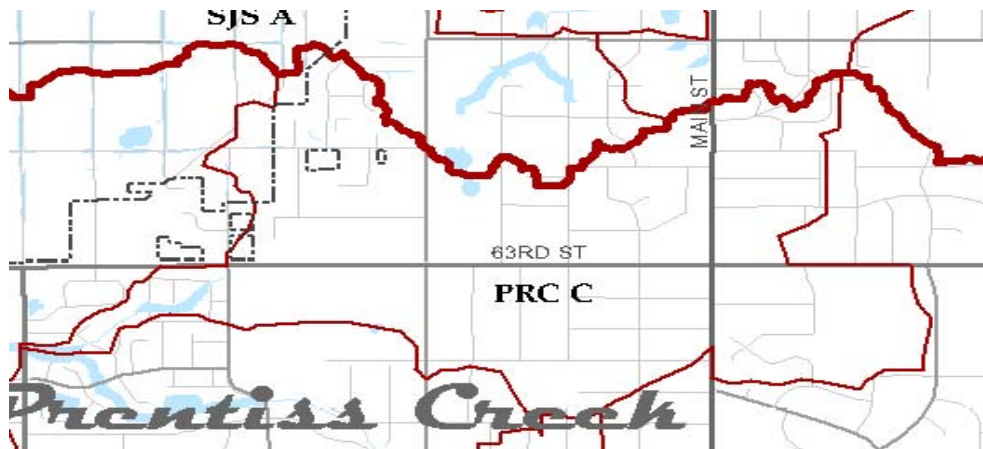
### Grants (funded or applied for) related to the project.

None.

Impact-annual operating expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Construction of new storm sewer will initially reduce maintenance expenses by eliminating the need for barricades and emergency pumping. Impact to the operating budget after FY2018 will increase as the new storm sewer ages and is in need of cleaning and repair.

### Map/Pictures of Project



Priority Score **B**

Project Manager:

Andy Sikich

Program: **347**

Department:

Public Works

# 2014-2018 Capital Project Sheet

Project # **WA-019**

## Project Description

## Watermain Replacement, Esterbrook Subdivision, Unit 1

### Project summary, justification and alignment to Strategic Plan

This project includes the replacement of the existing 6" watermain with an 8" watermain which is required due to the age of the pipe. This will increase water flow to hydrants in the area. Work will occur on Barrett, Powell and Saratoga.

Cost Summary	New			FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Years	TOTAL
	Maintenance	Replacement								
Professional Services				15,000						15,000
Land Acquisition										-
Infrastructure			X	810,000						810,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
<b>TOTAL COST</b>				825,000	-	-	-	-	-	825,000

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
481-Water Fund	825,000						825,000
							-
							-
							-
<b>TOTAL FUNDING SOURCES</b>	825,000	-	-	-	-	-	825,000

### Project status and completed work

No work has started.

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

None

Impact-annual operating expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

This project will reduce operating expenses by eliminating the need for costly emergency repairs on the old watermain..

### Map/Pictures of Project



Priority Score **A**

Project Manager:

David Bird

Program: **394**

Department:

Public Works