

ITEM MOT 2015-6176

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
4/14/2015

SUBJECT:	SUBMITTED BY:
Green Streets Program – Downers Grove Estates (SW-069)	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the Green Streets Program at Downers Grove Estates to Cardno Inc. of Monee, IL in the amount of \$84,820.00.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY15 budget includes \$65,000 for the Green Streets Program in the Stormwater Fund. There is sufficient budget authority in the Stormwater Fund for this project;

RECOMMENDATION

Approval on the April 14, 2015 consent agenda.

BACKGROUND

The Green Streets Program is a cost-effective and environmentally responsible way to mitigate nuisance drainage problems while helping the Village comply with the pollution prevention/good housekeeping aspects of the federally mandated NPDES requirements for MS4 communities. These improvements will include the installation of bio-swales and rain gardens using native plugs and plantings, and will help to reduce runoff and improve water quality throughout the Downers Grove Estates Subdivision. The bio-swales will be located within existing roadside ditches, adjacent to properties where the residents have expressed an interest in a bio-swale, and have signed a letter of intent to assume maintenance once construction is complete. This is a pilot program that can be used in many other areas around the Village where drainage and water quality improvements are needed.

A Call for Bids (CFB) was issued and publicly advertised in accordance with the Village's Purchasing Policy on March 10, 2015, and bids were opened on March 25, 2015. Four bids were received and a synopsis of the bids received is as follows:

Contractor	Base Bid	
Breezy Hill Nursery, Inc.	\$76,300.00	Disqualified
<i>Cardno Inc.</i>	<i>\$84,820.00</i>	<i>Lowest Qualified Bidder</i>
V3 Construction	\$123,456.00	
ENCAP Inc.	\$254,850.00	

Staff recommends the award of a contract to Cardno Inc. The bid submitted by Breezy Hill Nursery was disqualified for failing to meet the bid specifications, which required each contractor to provide specific examples of previous work experience involving bio-swailes/rain gardens or native planting installation and maintenance. This work is highly specialized and requires a contractor who has the appropriate experience. Cardno provided the required project experience information, and has previously provided construction services to the Village of Downers Grove on the St. Joseph's Creek Streambank Stabilization project with satisfactory results.

ATTACHMENTS

Contract Document
Contractor Evaluation
Capital Project Sheet for SW-069



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Contractor Evaluation

Contractor: Cardno/J.F. New & Associates, Inc.

Project: Streambank Stabilization, St. Joseph North Branch – DR-011

Primary Contact: Mark Prankus Phone: 715-450-5128

Time Period: May, 2011 – present (project not yet complete)

On Schedule (allowing for uncontrollable circumstances) yes no

Provide details if early or late completion: Project has experienced some delays due to unforeseen modeling/permitting requirements.

Change Orders (attach information if needed): N/A

Difficulties / Positives: Subsequent to the consultant's proposed submittal, Village Staff questioned the proposed means and methods and the consultant/contractor's ability to perform the work they described within the permitting parameters indicated. It was conveyed to Village Staff that the work proposed would be sufficient treatment for the areas in question and that the permitting of these area would not be a problem. Upon design completion and permit pre-application, it was discovered that some of the treatment areas would, in fact, cause permitting delays. An alternative design is currently sought.

Interaction with public:

excellent good average poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

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

Reviewers: Jeff Loster

Date: 11/811



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Cardno, Inc.
- II. Instructions and Specifications:
- A. Bid No.: SW-069-14
 - B. For: 2014 GREEN STREETS PROGRAM – DOWNERS GROVE ESTATES
 - C. Bid Opening Date/Time: WEDNESDAY, MARCH 25, 2015 @ 10:00 A.M.
 - D. REQUIRED Pre-Bid Conference Date/Time: WEDNESDAY, MARCH 18, 2015 @ 10:00 A.M.
 - E. Pre-Bid Conference Location: 5101 WALNUT AVE, DOWNERS GROVE, IL, 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: TUESDAY, MARCH 10, 2015

This document comprises 57 pages.

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

DANIEL J. KMIECIK, P.E.
STAFF ENGINEER II
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-6875
FAX: 630/434-5495
dkmiecik@downers.us
www.downers.us

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CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.: SW-069-14**

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

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

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

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

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

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

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I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS**1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: **MARCH 25, 2015 @ 10:00 AM.**
 - 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
 - 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
 - 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Daniel J. Kmiecik, PE, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
 - 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
 - 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.
- 2. BID PREPARATION**
- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
 - 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with

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

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

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

- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

3. PRE-BID CONFERENCE

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

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conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

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

4. BID SUBMISSION

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

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

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

5. BID MODIFICATION OR WITHDRAWAL

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

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

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

6. BID REJECTION

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

7. BIDDER COMPETENCY

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

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8. BIDDER DISQUALIFICATION

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

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

8.1.2 Evidence of collusion among Bidders.

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

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

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

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

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

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

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

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

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

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

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

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

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complete the project within time frame required - lowest responsible bidder)

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

11. RETURN OF BID DEPOSIT

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

12. FAILURE TO ENTER INTO CONTRACT

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

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

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

13. SECURITY FOR PERFORMANCE

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

14. TAX EXEMPTION

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

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15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

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

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II. TERMS AND CONDITIONS**18. VILLAGE ORDINANCES**

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

19. USE OF VILLAGE'S NAME

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

20. HOURS OF WORK

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation.

21. PERMITS AND LICENSES

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

22. INSPECTION

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

23. DELIVERIES

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

24. SPECIAL HANDLING

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

25. NONDISCRIMINATION

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

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure

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equality of employment opportunity and eliminate the effects of past discrimination;

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

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

26. SEXUAL HARASSMENT POLICY

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

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

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

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

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

27. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

28. DRUG FREE WORK PLACE

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

28.1.1 Publishing a statement:

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

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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.

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

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

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

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

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

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

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

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

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

30. PREVAILING WAGE ACT

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

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DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

- 30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

31. PATRIOT ACT COMPLIANCE

- 31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity

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named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

32. INSURANCE REQUIREMENTS

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

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

- 32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

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

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33. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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

34. SUBLETTING OF CONTRACT

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

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

35. TERMINATION OF CONTRACT

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

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

36. BILLING AND PAYMENT PROCEDURES

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

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day period, until final payment is made.

- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.
- 36.3 As this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

37. COMPLIANCE WITH OSHA STANDARDS

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

38. CERCLA INDEMNIFICATION

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

39. COPYRIGHT or PATENT INFRINGEMENT

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

40. BUY AMERICA

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

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41. CAMPAIGN DISCLOSURE

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

42. GUARANTEE PERIOD

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

43. SUCCESSORS AND ASSIGNS

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

44. WAIVER OF BREACH OF CONTRACT

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

45. CHANGE ORDERS

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

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

46. SEVERABILITY OF INVALID PROVISIONS

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

47. GOVERNING LAW

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

48. NOTICE

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

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

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. COOPERATION WITH FOIA COMPLIANCE

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

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

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

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III. GENERAL PROVISIONS**1. STANDARD SPECIFICATIONS**

- 1.1 The following standards shall govern the construction of the proposed improvements:
- 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (the Water & Sewer Specs.); and
 - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2012; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2014; and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised March, 2006.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. COOPERATION OF CONTRACTOR

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.

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

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

3.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

4. PROSECUTION AND PROGRESS

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

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- 4.1.1 The Contractor shall schedule his work such that all work, with the exception of perennial plant maintenance, shall be complete by June 30, 2015. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.
- 4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.
- 4.1.3 The Contractor shall also make special note of the following work schedule requirements:
(a) Once the contractor has started work at a specific location, all work at that location must be completed within ten (10) calendar days, or by the completion date established in Section 4.1.1 above, whichever occurs first.
- 4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2 or 4.1.3, or as otherwise specified in this contract, or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.
- 4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

- 5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:
- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies.

All final waivers, from all suppliers and subcontractors **MUST** accompany the Contractor's

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invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

- 5.1.3 The Village will hold 10% of the total contract value as retainage until final acceptance of the work, which shall occur no sooner than one year after the perennial plants have been installed.

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IV. SPECIAL PROVISIONS

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

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

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

SP-1 GENERAL SCOPE OF WORK

Description: This project shall consist of the construction of bio-swales within existing roadside ditches at various locations throughout the Downers Grove Estates Subdivision, which is generally located south of 63rd Street, west of Main Street, north of 67th Street and east of Saratoga Ave, within the limits of the Village of Downers Grove. The work shall include the excavation of 12" of sod and topsoil within the existing roadside ditch, furnishing and placement of 12" of amended soil, and the planting of native plugs, along with other related work. The Base Bid includes approximately 800 square yards of bio-swale construction. The size of each bio-swale shall vary depending on the length of lot frontage at each site, width of the existing ditch, etc. The total quantity of bio-swale constructed shall depend on the number of interested landowners, and the Village reserves the right to modify the total contract quantities accordingly. The anticipated locations of the bio-swales to be constructed are depicted on the Project Location Map below. However, these are subject to change and may not be all inclusive. All of the bio-swales, however, will be located in the general area depicted on the map.

Meetings: In addition to the standard required construction meetings (pre-construction, progress, etc), contractor's project manager shall attend up to two (2) separate public meetings, approximately two hours in length, in the evening hours, at the Public Works Facility (5101 Walnut Ave). In addition, to the extent practicable, contractor shall meet with interested residents in the field to discuss the specifics of their particular bio-swale. Attendance at these meetings, and any follow-up meetings, discussions or correspondence shall be incidental to the project, and shall not be paid separately.

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PROJECT LOCATION MAP



■ = APPROXIMATE BIOSWALE LOCATIONS

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SP-2 QUALIFICATIONS OF BIDDER

In addition to those requirements set forth in Section I.10.1 above, in order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including bio-swale and native planting construction and maintenance. The Bidder must submit the following information for itself and for any earthwork or landscaping Sub-Contractor:

- a. Bidder must submit a list of references for previous similar projects identifying the location of the work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact. At least three (3) projects must have been completed within the past five (5) years.
- b. Proposed Project Team – the Bidder must identify the project manager and full-time onsite construction supervisor (can be the same person) on the Certification of Qualifications form. Bidder must also provide qualifications of the project manager and full-time onsite construction supervisor. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.
- c. Bidder must completely fill out and submit the Certification of Qualifications form with the Bid.

SP-3 GENERAL CONSTRUCTION REQUIREMENTS

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

The Contractor's operations shall be conducted to minimize the area disturbed by the work of the proposed improvements.

The work at each location included in this contract shall be done while keeping a minimum of one lane of traffic open at all times. An adequate number of certified flaggers shall be used to direct traffic around and through the work zone areas for safe travel of all pedestrians and vehicles.

Layout and limits of each bio-swale location will be established by the Village.

Upon completion of each bio-swale location, all dirt, sand and mulch residues, and any other debris generated as a result of the construction work shall be cleaned from streets, drive aprons, adjacent sidewalks, alleys and parkways.

A mechanical sweeper, meeting the requirements of Section 1101.03 of the Standard Specifications, compressed air and hand work with shovel and broom shall be utilized as directed by the engineer to provide a clean finished product. A vacuum type sweeper may be required if mechanical methods produce insufficient results.

Street sweeping, cleaning by mechanical sweeper and hand-brooming shall include any and all

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equipment, tools, operator and labor required to perform this work. This item of work will not be paid for separately and shall be included in the cost of the overall contract work.

All existing signage shall be protected during construction or carefully removed, stored and reinstalled by the contractor. Any pavement, sidewalk, landscaping, aggregate shoulder, mailboxes, paving stones, or other items damaged during construction, which are not being permanently removed as part of this contract, shall be restored to their existing condition by the contractor, to the satisfaction of the Engineer.

Water usage – Water usage will be charged to the contractor. A hydrant meter can be obtained from Public Works for a deposit plus a fee. For information on current fees, call (630) 434-5460.

Basis of Payment: These requirements shall be considered **INCIDENTAL** to the project.

SP-4 SCHEDULING AND RESTRICTIONS

Description: The Contractor shall submit a construction schedule to the Engineer at the pre-construction meeting showing anticipated dates for work.

The Village reserves the right to require adjustments to quantities and scheduling of work. The Contractor shall also make special note of the following requirements.

- a) All construction work specified under this contract shall be so engaged as to not impede normal traffic and pedestrian ways. Any barricading to detour traffic must receive prior approval from the Engineer.
- b) Special consideration to hours and location of work near businesses shall be made to allow for full and safe access during normal hours of business.
- c) Unless otherwise directed by the Engineer, all construction work shall be done such that continuous access to businesses is maintained. However, in all cases, unless otherwise directed by the Engineer, total access must be restored to all types of properties over weekends and legal holidays (7:00 p.m. local time Friday to 7:00 a.m. local time Monday, or until 7:00 a.m. local time the day following a legal holiday).

Basis of Payment: These requirements shall be considered **INCIDENTAL** to the contract.

SP-5 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

Description: This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 and Section 701 of the Standard Specifications and included Highway Standards. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.

The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such

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circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.

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

The Contractor shall plan the work not to leave any open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.

In the event that one direction of vehicular travel must be closed, the Contractor shall use certified flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the lane closures, and shall issue written authorization prior to closure. Presence of certified flaggers shall be required anytime the contractor's activities may impede the designated flow of traffic.

No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday at 3:30PM to Monday at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

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

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

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

In the event that one direction of vehicular travel must be closed, **the Contractor shall provide certified flaggers (a minimum of two)** to direct traffic around the work area. If the Contractor chooses to set up a detour route, the Contractor shall present the proposed detour route plan to the Engineer and the Engineer shall approve and issue written authorization prior to closure.

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

The Contractor shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, to receive notification of any deficiencies regarding traffic control and protection for the duration of the Project.

Advance Notice: The Contractor shall post "Road Construction Ahead" signs (at least 24 hours but not more than 48 hours) on streets and/or parking lots scheduled to be patched. Signs are to be placed in parkways near intersection corners. The Contractor, immediately upon completion of work on each street and/or parking lots, will remove all such signs.

DEFICIENCY CHARGE:

The primary concern of the Village is to maintain a safe travel way for the public and a safe environment for the work in the construction zone. The Contractor is expected to comply with the Standard Specifications, Special Provisions, and directions from the Engineer concerning traffic control and protection. The Contractor shall immediately respond to correct traffic control deficiencies by dispatching workers, materials, and equipment to correct such deficiencies.

Failure to comply with directions from the Engineer for corrections or modifications to the traffic control and protection will result in a deduction of either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater, in accordance with Article 105.03. This charge is separate from the cost of any corrective work ordered. The Contractor shall not be relieved of any contractual responsibilities by the Village's actions.

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

SP-6 EROSION AND SEDIMENTATION CONTROL

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

All downstream ditches shall be protected from erosion and sedimentation by the installation of coir log or straw wattle ditch checks, or silt dykes. Straw bales shall not be used. Piles of excavated material and/or trench backfill material, if allowed by the Engineer, shall be protected against sediment runoff by use of silt fence or other approved method. Storm sewer inlet structures or manholes shall be protected by temporary placement of filter baskets, or as authorized in the field by the Engineer.

Erosion and sedimentation control measures as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to

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erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

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

SP-7 PRECONSTRUCTION VIDEO

Description: This work shall consist of furnishing all materials and labor required to perform a video survey of the construction limits at each project location, adjacent right-of-way, and adjacent structures bordering the work. This shall include, but not be limited to, existing buildings, garages, pavements, curb and gutter, sidewalks, fences, trees and landscaping. A digital file of the video shall be furnished to the Village prior to the start of work at each location. The video survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

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

SP-8 TREE PROTECTION

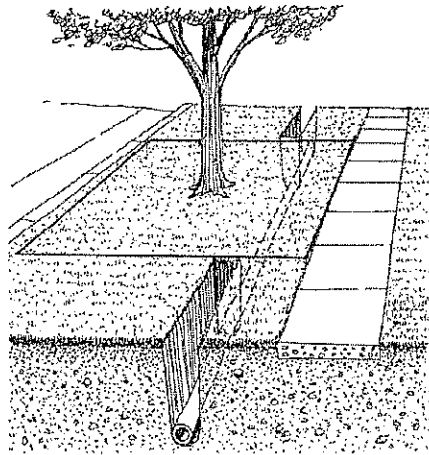
Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall approve all tree protection measures and any deviations. All tree protection measures and any deviations shall be noted in the contract specifications and on approved project plan sheets and permits using the guidelines listed below.

Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the parkway or excavation unless specifically noted on the project plan sheets.

The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that must be protected from damage. In a municipal parkway setting with utilities and paved or concrete surfaces, the size of the CRZ has been adjusted to form a rectangle around the parkway tree trunk with minimum dimensions listed in the following table. The depth of the CRZ extends to 4 feet below the natural ground surface level.

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

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Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.

Fencing of the public parkway trees shall be required for this project. Prior to starting work, contractor shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on the work to be performed, driveway locations, and other field conditions, as determined by the Engineer. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. Fence may be removed upon completion of the finish grading of the amended soil.

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

In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.

In addition to fines and citations that may be assessed for violations of any Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the contractor may be subject to the following provisions:

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- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
- costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
- fines of \$500 for the 1st offense; \$1,000 for the 2nd offense; \$2,500 for the 3rd and subsequent offenses.
- each day during which a violation continues shall be construed as a separate and distinct offense.

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

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

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

SP-9 TREE ROOT PRUNING

Description: All trees, public or private, affected by new sidewalk installation within its root protection zone, shall be root pruned prior to any excavation taking place. Root pruning shall be performed in accordance with the Tree Protection Zone detail of the Plans, and shall be done only to the depth of the excavation necessary for installing the new sidewalk. Root pruning shall start and proceed uninterrupted for the length of travel through the root protection zone. Root pruning shall be made no more than 10 inches from the tree-side edge of the proposed sidewalk.

Approval by the Village Forester of the equipment to be used for root pruning, as well as the proposed path of the root pruning work, is required prior to the work being performed. The Engineer or his representative shall permit no excavation until written approval is obtained by the Contractor from the Village Forester. No materials or equipment may be stored or kept in the Tree Protection Zone. Tree damage, as determined by the Village Forester, shall be assessed to the Contractor using the most recent edition of the Guide for Plant Appraisal, published by the International Society of Arboriculture.

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

TREE ROOT PRUNING.

SP-10 TREE PRUNING

This work shall consist of pruning branches, for aesthetic and structural enhancement, of existing trees as directed by the Engineer. All pruning shall be done according to ANSI A300 (Part 1) – Pruning standard.

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All trees designated to be saved shall be protected during clearing and subsequent construction operations. Overhanging limbs shall be pruned or cut off to provide a minimum vertical clearance of seven (7) feet from the finished surface.

Basis of Payment: Tree pruning will be paid for at the contract unit price per **EACH** tree for:

TREE PRUNING**SP-11 STREET SWEEPING AND DUST CONTROL**

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

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

SP-12 EARTH EXCAVATION, 12", SPECIAL

Description: This work shall be performed in accordance with the applicable parts of Section 202 of the SSRBC except as modified herein.

Contractor shall strip existing turf and other landscape materials. Contractor shall, to the extent feasible, preserve any existing plants, shrubs, landscape timbers, or other appurtenances that the landowner may want to keep, and shall place said items outside of the work zone for the landowner to collect. All unwanted landscape materials, turf, etc. shall be removed by the contractor and properly disposed of offsite.

Contractor shall excavate existing soils to a depth of 12" below existing grade. Sub-grade shall not be compacted, or smeared/sealed with equipment. To the extent feasible, contractor shall leave the sub-grade in a rough condition (+/- 1.5") to facilitate infiltration.

Any pipes found to be discharging to the ditch shall be cut neatly to fit into the side of the finished ditch grading, or otherwise terminated to provide a finished product. Depending on elevations, small yard inlets or cleanouts may be necessary on the end of existing pipes. These shall be provided and installed by the contractor. This work shall be considered incidental and shall not be paid for separately.

All materials shall be immediately hauled offsite and properly disposed of by the contractor.

Method of Measurement: This work shall be measured for payment in place and shall be computed in **SQUARE YARDS**. Width and length measurements of each bio-swale location shall be made horizontally, with the tape pulled tight (i.e. not laid flat down side slopes and ditch bottom). Excavations made larger than originally designated by the Engineer, at the Contractor's discretion, shall only be paid for at the original size indicated by the Engineer.

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Basis of Payment: This work will be paid for at the contract unit price per **SQUARE YARD** for
EARTH EXCAVATION, 12", SPECIAL

SP-13 AMENDED SOIL FURNISH AND PLACE, 12"

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

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

In all areas requiring amended soils, existing soil shall be excavated and hauled off in accordance with plan quantities. This excavated material cannot be used onsite for amended soil material. All amended soil material must be imported from a suitable source offsite.

The Engineer shall approve all amended soil materials prior to placement on site. The Contractor shall show the Engineer potential amended soil materials at the source location upon request. Amended soil materials shall consist of 20% - 25% loam or silt loam, 50% - 60% coarse sand and 20% - 25% organic compost. The pH range shall be 5.3 to 7.5. If the borrow source material is deficient, it may be necessary for the Contractor to amend the soil to meet the required specifications. The amendments may include limestone or aluminum sulfate to adjust pH. Amendments shall meet the following requirements:

- Agricultural limestone shall contain not less than 95 percent calcium carbonate equivalent and shall be ground to such a fineness that at least 98 percent will pass a 20-mesh sieve and at least 50 percent will pass a 100-mesh sieve. Other liming material shall have a minimum calcium carbonate equivalent of 80 percent and shall be crushed to such a fineness that 98 percent will pass a 20-mesh sieve and at least 50 percent will pass a 100-mesh sieve.
- Aluminum sulfate shall be horticultural grade.

Amended soils shall be pre-mixed at an off-site facility, and shall not be blended on-site or in-place. The Engineer shall have the right to test amended soils to ensure the appropriate gradation and compaction. Samples will be taken within 48 hours of notice from the Contractor that materials are ready for testing. Standard sieve analysis and other general accepted testing procedures may be utilized. After samples are taken, testing may take up to 5 business days per round of testing. The Contractor shall build time for testing into the schedule, as it may take multiple rounds of mixing and testing to meet the requirements, depending on the Contractor's chosen method and thoroughness of the mixing procedure prior to samples being taken.

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

Wheeled vehicles (scrapers, end loaders, skid steers, etc.) shall not be used for topdressing work and are not allowed in the amended soils area after subgrade has been achieved, as they result in severe surface compaction. Only low ground pressure wide-track equipment (quadtrac tractor and pull-type

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scraper assembly wide, track dozer, back-hoe, and tracked bobcats) shall haul, move and spread amended soil material in the areas to be seeded or where plugs are to be installed. The construction contractor is responsible to create a surface that has minimal compaction. It is critical to restoration success that compaction of the surface is avoided.

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

Grade all areas to a smooth, uniform surface plane with loose uniformly fine texture. Grade to within plus or minus ½ inch of finish elevation. Rake in order to remove ridges and fill depressions. Limit finish grading to areas that can be promptly planted. All areas shall be fine graded to provide positive drainage.

Method of Measurement: This work shall be measured for payment in place and shall be computed in SQUARE YARDS. Width and length measurements of each bio-swale location shall be made horizontally, with the tape pulled tight (i.e. not laid flat down side slopes and ditch bottom). Excavations made larger than originally designated by the Engineer, at the Contractor's discretion, shall only be paid for at the original size indicated by the Engineer.

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

AMENDED SOIL FURNISH AND PLACE, 12"

SP-14 PERENNIAL PLANTS, SPECIAL

Description: This work shall be performed in accordance with Sections 250 and 254 of the SSRBC, except as amended herein.

All perennial plants shall be container grown in open bottom pots and have minimum shoot heights of 12 inches at the time of planting. Pot dimensions shall be a minimum of 2 3/8-inches square and 3 3/4-inches deep.

All container plant material shall be inoculated with mycorrhizal fungi.

Species selection shall be in accordance with the "Perennial Plant List" as listed below. Plants shall be installed at a rate of one (1) per square foot; or one (1) UNIT per 100 square feet, of amended soil area. Plants shall be installed roughly 12" apart. A minimum of 10 different species (with a minimum of 4 species of grasses, rushes or sedges) must be installed at each specific location, with no species exceeding 15% of the total number of plants installed at that location, unless approved in advance, in writing, by the Engineer. Contractor shall, to the extent feasible, accommodate special requests made

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by a property owner with regard to location, layout, and species. Substitutions shall not be acceptable unless approved by the Engineer. Contractor shall take into consideration observed hydrology, shade, and other local factors in selecting plants for each specific location. A final list of species and an approximate planting plan shall be submitted to the Engineer for approval, for each specific location, at least one week prior to plant purchase.

Perennial Plant List

<u>Botanical Name</u>	<u>Common Name</u>
Grasses/Rushes/Sedges:	
<i>Bouteloua curtipendula</i>	Side Oats Grama
<i>Calamagrostis Canadensis</i>	Blue Joint Grass
<i>Carex annectans var xanthocarpa</i>	Yellow Fox Sedge
<i>Carex cristatella</i>	Crested Oval Sedge
<i>Carex lurida</i>	Bottlebrush Sedge
<i>Carex molesta</i>	Field Oval Sedge
<i>Carex vulpinoidea</i>	Brown Fox Sedge
<i>Glyceria striata</i>	Fowl Manna Grass
<i>Juncus torreyi</i>	Torrey's Rush
<i>Schizachyrium scoparium</i>	Little Bluestem
<i>Scirpus atrovirens</i>	Green Bulrush
<i>Scirpus pendulus</i>	Red Bulrush
Forbs:	
<i>Asclepias syriaca</i>	Common Milk Weed
<i>Asclepias tuberosa</i>	Butterfly Weed
<i>Aster leavis</i>	Smooth Blue Aster
<i>Aster novae-angliae</i>	New England Aster
<i>Chamaecrista fasciculata</i>	Partridge Pea
<i>Coreopsis lanceolata</i>	Sand Coreopsis
<i>Coreopsis palmata</i>	Prairie Coreopsis
<i>Dalea candida</i>	White Prairie Clover
<i>Dalea purpurea</i>	Purple Prairie Clover
<i>Echinacea purpurea</i>	Purple Coneflower
<i>Iris virginica</i>	Blue Flag
<i>Liatris aspera</i>	Rough Blazing Star
<i>Liatris spicata</i>	Marsh Blazingstar
<i>Lupinus perennis</i>	Wild Lupine
<i>Monarda fistulosa</i>	Wild Bergamot
<i>Penstemon digitalis</i>	Foxglove Beard Tongue
<i>Pycnanthemum virginianum</i>	Common Mountain Mint
<i>Ratibida pinnata</i>	Yellow Coneflower
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan
<i>Rudbeckia hirta</i>	Black-Eyed Susan
<i>Sporobolus heterolepis</i>	Prairie Dropseed

All plant material shall be grown from seed sources within a 150-mile radius of the project location

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with species and subspecies native to DuPage County, Illinois. Plant material shall be acquired from a reputable supplier, subject to the approval of the Engineer.

All plant material shall be installed within two (2) days of reaching final grade elevations. Any potential delays caused by weather shall be approved by the Engineer. Plantings shall take place within six hours of delivery to the project site. If planting is delayed more than six hours after delivery, plants shall be placed in shade and protected from weather and mechanical damage and all roots shall be kept moist.

All planting shall be done between May 15th and June 30th, unless approved by the Engineer.

The Contractor shall notify the Engineer 24 hours prior to planting. No plants shall be installed prior to approval of the Engineer. All plants shall be installed at 12-inch intervals. Holes shall be dug large enough to allow spreading of roots. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water thoroughly after planting, taking care not to cover plant crowns with wet soil. Plants shall be protected from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

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

Entire planting area shall be interseeded with a cover crop of annual rye (or approved alternate) at a minimum application rate of 25 Pure Live Seed (PLS) lbs/acre. Restored areas adjacent to curbs, aggregate shoulders, sidewalks, driveways, etc, shall be seeded with IDOT Class 1B Low Maintenance Lawn Mixture. IDOT Class 1 Lawn Mixture shall be used in lieu of Class 1B if requested by the homeowner. All seeding shall be considered incidental and shall not be paid for separately.

Method of Measurement: This work will be measured for payment in UNITS of 100 perennial plants. Measurement for payment of this work will not be performed until the end of the 30 day initial establishment period. Only plants that are in place and alive at the time of measurement will be measured for payment, except that if fewer than 75 percent of the plants are acceptable, NO PAYMENT WILL BE MADE AND THE WORK WILL BE REJECTED IN ITS ENTIRETY. Any/all dead plants shall be replaced as soon as is allowable depending on the planting window for the specific species.

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

PERENNIAL PLANTS, SPECIAL.

SP-15 PERENNIAL PLANT MAINTENANCE

Description: This work shall consist of the maintenance of all planting for a period of one year after installation.

Contractor agrees to repair or replace plantings that fail within specified Warranty Period, which shall be one year from date of installation for all plant material. Full maintenance shall be provided by skilled employees of the Contractor for the duration of the Warranty Period. Maintenance shall begin immediately after plant installation and continue until all plantings are acceptably healthy, well

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established, and until Final Acceptance. Plantings shall be maintained by watering, weeding, fertilizing, mulching, and other operations as required to establish healthy, viable plantings. Final Acceptance shall be granted one year from the date of installation of all plant material, pending 95% survivorship, 90% total coverage, and no more than 5% non-native plants.

Method of Measurement: This work shall be measured per UNIT of plants installed, except that the number of UNITS may be reduced accordingly if the survival rate of plants falls below 95% for any specified maintenance period, as determined by the Engineer.

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

PERENNIAL PLANT MAINTENANCE.

Payment shall be made as follows: 50% shall be paid no sooner than 90 days after completion of the plantings. An additional 25% shall be paid no sooner than 180 days after completion of the plantings. If either the 90 or 180 day maintenance period ends between January 1 and May 1, then payment for that period shall be delayed until June 30, or as otherwise approved by the Engineer upon completion of spring maintenance activities. The remaining 25% will be paid upon final acceptance of the plant material.

SP-16 MUSHROOM COMPOST MULCH, SPECIAL

Description: This work shall be performed in accordance with Sections 251 and 1081 of the SSRBC except as amended herein.

Mushroom compost mulch shall be placed using Mulch Method 4. Compost material shall be produced by Green Organics, Inc. or approved equal. Material specifications and source information shall be submitted to the Engineer for approval prior to ordering materials. Compost shall be placed in accordance with manufacturer's recommendations. Where manufacturer's recommendations conflict with Section 251 of the SSRBC, manufacturer's recommendations shall take precedence.

Method of Measurement: This work shall be measured for payment in place and shall be computed in SQUARE YARDS. Width and length measurements of each bio-swale location shall be made horizontally, with the tape pulled tight (i.e. not laid flat down side slopes and ditch bottom). Excavations made larger than originally designated by the Engineer, at the Contractor's discretion, shall only be paid for at the original size indicated by the Engineer.

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

MUSHROOM COMPOST MULCH, SPECIAL.

SP-17 IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

If construction activities will result in removal and disposal of excavation spoils, per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency, soil sampling and analysis, along with

Village of Downers Grove

certification from a licensed professional engineer (PE) or licensed professional geologist (PG) that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) facility acceptance. However, if the subject property has never been used for industrial or commercial purposes, and is not adjacent to Potentially Impacted Properties (PIP's), then the site owner or operator may certify that the soil is uncontaminated by use of IEPA form LPC-662.

To facilitate meeting the above requirements, the Village will supply a signed LPC-663 or LPC-662 form. Neither the LPC-663/662, nor the report shall be considered a guarantee that excavated material shall meet the requirements of Illinois Public Act 96-1416, and the Contractor shall be responsible for satisfactory removal and disposal of all material as specified herein. No additional environmental testing of the existing on-site material may be performed without prior written permission from the Engineer. In the event that Contractor performs any additional testing without the written permission of the Engineer, Contractor will be required to properly and legally dispose of all material from the project site, regardless of its suitability for disposal in a CCDD facility, at his own expense, without any additional payment for testing, hauling and disposal as specified below.

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

- Reliable Lyons CCDD, 4226 Lawndale Ave, Lyons, IL 60534
- Hanson Material Service, 125 N Independence Blvd Romeoville, IL 60446
- Bluff City Materials, 1245 Gifford Rd, Elgin, IL 60120
- Vulcan Materials, 5500 Joliet Rd, McCook, IL 60525
- Heartland Recycling Aurora CCDD, Mettel Rd, Aurora, IL 60505

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

Village of Downers Grove

Construction Requirements: The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, dirt, and debris generated or discovered in the course of the work. Removal and disposal of excavation items being disposed of at a clean construction and demolition debris (CCDD) facility shall meet the requirements of Public Act 96-1416. This work shall be incidental and shall not be paid for separately, with the exception of the **ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE** as specified below.

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

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

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

Basis of Payment: This work shall be paid for at the contract unit price per **LOAD** for **ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE**, which price shall be payment in full for the work as specified herein.

Village of Downers Grove

SP-18 STONE COBBLE INLET/OUTLET PROTECTION

Description: This work shall include the hand placement of stone cobbles at culverts and inlets located within the constructed bio-swale.

Cobbles shall be natural washed stone, not crushed, approximately 4" to 8" in diameter. Material source information and a minimum of three representative sample cobbles shall be submitted to the Engineer for approval prior to ordering materials.

Cobbles shall be hand placed immediately after fine grading of amended soil is complete. Cobbles shall be placed so as not to impede drainage, but shall protect drainage structures, end sections and pipe inlets/outlets, etc. from erosion. Cobbles shall, at a minimum, be placed uniformly and continuously around the entire perimeter of drainage structure castings, and around the perimeter of end sections and pipe inlets/outlets as appropriate. Cobbles shall also be placed in front of each end section or pipe inlet/outlet, a minimum of the width of the pipe or flare on the end section, whichever is wider, and a minimum of 18" in length unless otherwise approved by the Engineer.

Method of Measurement: This work shall be measured for payment in place per EACH protected inlet, end section, or pipe inlet/outlet.

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

STONE COBBLE INLET/OUTLET PROTECTION.

Village of Downers Grove

V. BID and CONTRACT FORM (Village)

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

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

BIDDER:

Cardno, Inc.

3/23/2015

Company Name

Date

6605 Steger Road, Unit A

David.Drogos@cardno.com

Street Address of Company

E-mail Address

Monee, IL 60449

David Drogos

City, State, Zip

Contact Name (Print)

708-534-3450

708-921-5466

Business Phone

24-Hour Telephone

708-534-3450



Signature of Officer, Partner or Sole Proprietor

Business Fax

Michael S. Landry, Treasurer

ATTEST: if a Corporation

Print Name & Title



Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by July 1, 2015 in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

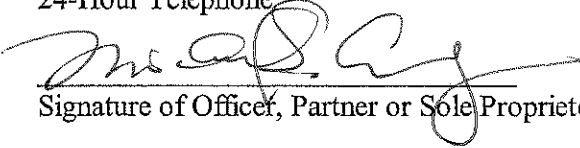
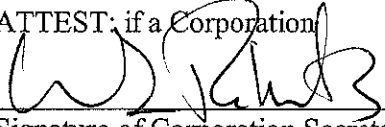
Village of Downers Grove

V. BID and CONTRACT FORM (Contractor)

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

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

BIDDER:

Cardno, Inc.	3/23/2015
_____ Company Name	_____ Date
6605 Steger Road, Unit A	David.Drogos@cardno.com
_____ Street Address of Company	_____ E-mail Address
Monee, IL 60449	David Drogos
_____ City, State, Zip	_____ Contact Name (Print)
708-534-3450	708-921-5466
_____ Business Phone	_____ 24-Hour Telephone
708-534-3480	
_____ Business Fax	_____ Signature of Officer, Partner or Sole Proprietor
	Michael S. Landry, Treasurer
	_____ Print Name & Title
ATTEST: if a Corporation 	
_____ Signature of Corporation Secretary	

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete, the project by July 1, 2015 in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

Village of Downers Grove

SCHEDULE OF PRICES:

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL COST
SP-9	TREE ROOT PRUNING, SPECIAL	200	FOOT	\$11.25	\$2,250.00
SP-10	TREE PRUNING, SPECIAL	20	EACH	\$110.00	\$2,200.00
SP-12	EARTH EXCAVATION, 12", SPECIAL	800	SY	9.55	\$7,640.00
SP-13	AMENDED SOIL FURNISH AND PLACE, 12"	800	SY	\$11.55	\$9,240.00
SP-14	PERENNIAL PLANTS, SPECIAL	80	UNIT	\$380.00	\$30,400.00
SP-15	PERENNIAL PLANT MAINTENANCE	80	UNIT	\$125.00	\$10,000.00
SP-16	MUSHROOM COMPOST MULCH, SPECIAL	800	SY	\$10.55	\$8,440.00
SP-17	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	10	LOAD	\$955.00	\$9,550.00
SP-18	STONE COBBLE INLET/OUTLET PROTECTION	30	EACH	\$170.00	\$5,100.00

TOTAL BID**\$84,820.00**

Village of Downers Grove

BIDDER'S CERTIFICATION (page 1 of 3)

2014 Green Streets Program-Downers

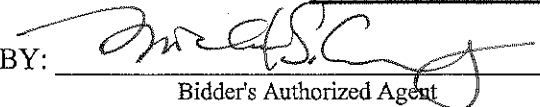
With regard to Grove Estates (Fixed Works Project), Bidder Cardno, Inc.
 (Name of Project) (Name of Bidder)

hereby certifies the following:

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

Village of Downers Grove

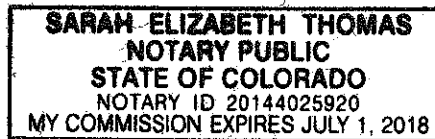
BIDDER'S CERTIFICATION (page 2 of 3)

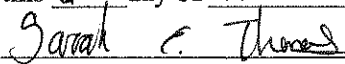
BY:  (Michael S. Landry)
Bidder's Authorized Agent

4 5 - 2 6 6 3 6 6 6

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 23 day of March, 2015.

Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: Paul Gardiner

Secretary: William Roberts

Treasurer: Michael S. Landrey

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

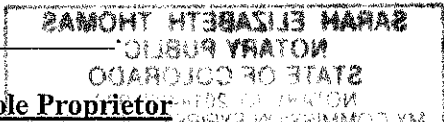
Signatures and Addresses of All Members of Partnership:

Village of Downers Grove

BIDDER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____

which name is registered with the office of _____ in the state of _____



(c) **Sole Proprietor**

The Bidder is a Sole Proprietor whose full name is: _____

and if operating under a trade name, said trade name is: _____

which name is registered with the office of _____ in the state of _____

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

INSURER'S NAME: Aon Risk Services Southwest, Inc.

AGENT: Yumeaka Jackson

Street Address: 555 San Felipe, Suite 15000

City, State, Zip Code: Houston, TX 77056

Telephone Number: 847-442-6430

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

Print Name of Company: Cardno, Inc.

Print Name and Title of Authorizing Signature: Michael S. Landrey, Treasurer

Signature: 

Date: 3/23/2015

Village of Downers Grove

MUNICIPAL REFERENCE LIST

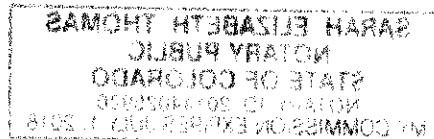
Municipality: City of Middleton
 Address: 7426 Hubbard Ave., Middleton, WI 53563
 Contact Name: Penni Klein Phone #: 608-827-1044
 Name of Project: Pheasant Branch Creek Stabilization, Park Street to Parameter Street
 Contract Value: \$59,200 Date of Completion: 2012

Municipality: Park District of Highland Park
 Address: 636 Ridge Rd, Highland Park, IL 60035
 Contact Name: Rebecca Grill Phone #: 847-815-0040
 Name of Project: Skokie River Woods
 Contract Value: \$365,000.00 Date of Completion: January 2015

Municipality: Vernon Hills Township
 Address: 3050 N. Main Street, Vernon Hills, IL 60089
 Contact Name: Tedd Gedville Phone #: 847-634-1542
 Name of Project: Indian Creek Streambank Restoration
 Contract Value: \$351,000.000 Date of Completion: November 2014

Municipality: Champaign Park District
 Address: 706 Kenwood Road, Champaign, IL 61821
 Contact Name: Randy Houser Phone #: 217-398-2591
 Name of Project: Champaign Park District: Porter Park Phase 2 & 3
 Contract Value: \$169,698.00 Date of Completion: Ongoing

Municipality: Downers Grove
 Address: 801 Burlington Ave., Downers Grove, IL 60515
 Contact Name: Andy Sikich Phone #: 217-398-2591
 Name of Project: St. Joseph's Creek North Branch
 Contract Value: \$115,199.62 Date of Completion: December 2015



Village of Downers Grove

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: Tony St. Aubin

Construction Supervisor: Victor Yelaska

Team Member: Marcy Knysz

Team Member: Tom Ross

Team Member: Ben Carroll

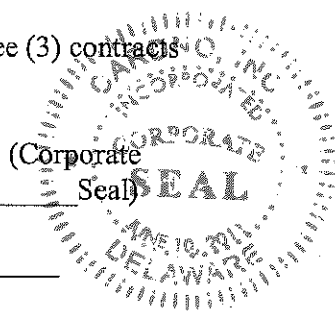
Team Member: Brain Graves

Team Member: Nick Thomas

Team Member: Sean Johnson

Bidder hereby certifies that it complies with all requirements of SP-2 including at least three (3) contracts of similar nature and scope within the last five (5) years.

Signed by: *Michael S. Landry*



Title: Treasurer

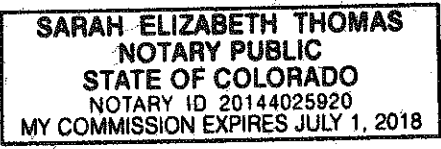
Name & Address: Michael S. Landry

of Contractor 10004 Park Meadows Drive, Suite 300

or Vendor Lone Tree, CO 80124

Subscribed and sworn to before me this 23 day of March, 2015

Sarah E. Thomas
Authorized Signature



Village of Downers Grove

SUBCONTRACTORS LIST

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

1) Thornton Equipment Services Type of Work Earth Excavation

Addr: 12515 W. Frontage Road City Mokena State IL Zip 60448

2) Type of Work

Addr: City State Zip

3) Type of Work

Addr: City State Zip

4) Type of Work

Addr: City State Zip

5) Type of Work

Addr: City State Zip

6) Type of Work

Addr: City State Zip

7) Type of Work

Addr: City State Zip

8) Type of Work

Addr: City State Zip

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: Cardno, Inc.

ADDRESS: 10004 Park Meadows Drive, Suite 300

CITY: Lone Tree

STATE: Colorado

ZIP: 80124

PHONE: 708-534-3450 **FAX:** 708-534-3480

TAX ID #(TIN): 45-2663666

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Cardno, Inc.

ADDRESS: P.O. Box 123422

CITY: Dallas

STATE: Texas **ZIP:** 75312-3422

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: *[Handwritten Signature]* **DATE:** 3/23/2015

Village of Downers Grove

Apprenticeship and Training Certification

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

Name of Bidder: Cardno, Inc.

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

N/A.

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

Print Name and Title of Authorizing Signature: Michael S. Landry, Treasurer

Signature: 

Date: 3/23/2015

Village of Downers Grove

BUY AMERICA CERTIFICATION

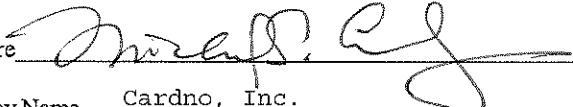
Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

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

Certificate of Compliance

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

Signature 
 Company Name Cardno, Inc.
 Title Treasurer
 Date 3/23/2015

Certificate of Non-Compliance

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

Signature _____
 Company Name _____
 Title _____
 Date _____

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

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

Suspension or Debarment Certificate

Village of Downers Grove

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

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

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

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

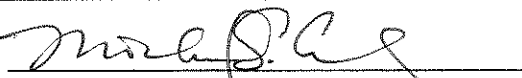
Company Name: Cardno, Inc.

Address: 6605 Steger Road, Unit A

City: Monee Zip Code: IL

Telephone: (708) 534-3450 Fax Number: (708) 534-3480

E-mail Address: David.Drogos@cardno.com

Authorized Company Signature: 

Print Signature Name: Michael S. Lanrdy Title of Official: Treasurer

Date: 3/23/2015

CAMPAIGN DISCLOSURE CERTIFICATE
--

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of

Village of Downers Grove

Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

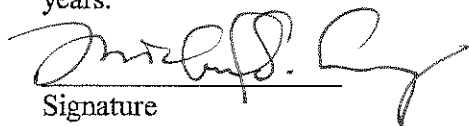
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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



Signature

Michael S. Landry

Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

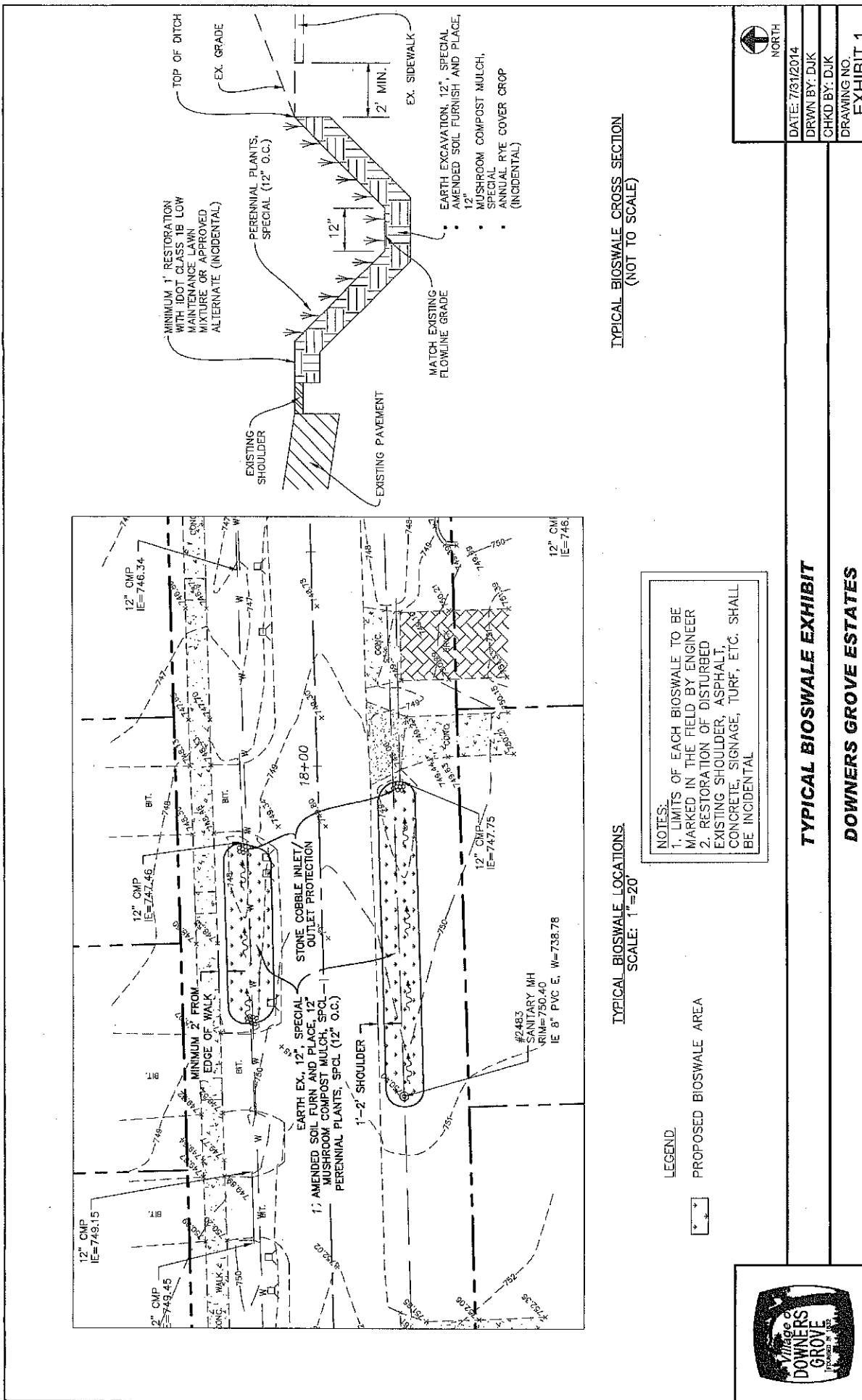
Print Name

Village of Downers Grove

BID SUBMITTAL CHECKLIST

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

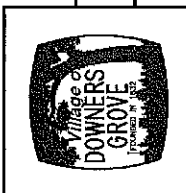
1. Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. Cover sheet filled-in
3. Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. Bid Bond or cashier's check enclosed with bid package.
5. Schedule of Prices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



 NORTH	DATE: 7/31/2014
	DRWN BY: DJK
	CHKD BY: DJK
	DRAWING NO. EXHIBIT 1

TYPICAL BIOSWALE EXHIBIT

DOWNERS GROVE ESTATES



CARDNO, INC.

Written Consent of the Board of Directors of
Cardno, Inc. Without a Meeting
As of December 17, 2014

Pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the undersigned, being all of the directors (the "**Board**") of Cardno, Inc., a Delaware corporation (the "**Corporation**"), hereby waive any notice required in connection herewith and consent in writing to the adoption of the following resolutions as of the date first above written with the same force and effect as if they had been unanimously adopted by a duly convened meeting of the Board:

Appointment of Officers:

RESOLVED, that the following person is hereby duly appointed to the offices of the Corporation set opposite their respective name, to serve until their respective successors are appointed:

NAME	POSITION
David G. Blakenhorn	Vice President
Mike Lancioni	Vice President
Sean Clauson	Assistant Vice President
Robin Harris	Assistant Vice President
Anngie Richter	Assistant Vice President
Chad Krofta	Assistant Vice President

RESOLVED FURTHER, that, following the appointment set forth above, the officers of the Corporation shall be as follows:

NAME	POSITION
Paul Gardiner	President, Director
Michael Renshaw	Director
Graham Yerbury	Director
Michael S. Landry	Treasurer
Michael Pearson	Secretary
William J. Roberts	Vice President & Asst. Secretary
Pat Beyer	Vice President
Todd Williams	Vice President
Robert Kroeger	Vice President
Keith Romstad	Vice President
Paul J. Grillo	Vice President
Alan C. Agadoni	Vice President
Donald W. Beck	Vice President
Craig Snyder	Vice President
Robert L. Clemens, Jr.	Vice President

Mark Pitchford	Vice President
David G. Blakenhorn	Vice President
Mike Lancioni	Vice President
Andrew Hill	Assistant Vice President
Jeff Sowers	Assistant Vice President
Rob Hedrick	Assistant Vice President
Jim Allen	Assistant Vice President
Cassie Grimes	Assistant Vice President
David Wilson	Assistant Vice President
Tony DiMarino	Assistant Vice President
Tom Hurley	Assistant Vice President
Vincent Reger	Assistant Vice President
Scott L. Hanson	Assistant Vice President
Alexis E. Paniagua	Assistant Vice President
Akhtar Zaman	Assistant Vice President
Fred Deleon	Assistant Vice President
Sally Ryan	Assistant Vice President
Randy Seaver	Assistant Vice President
Thomas A. Randall	Assistant Vice President
Hans Naumann	Assistant Vice President
Travis Cantley	Assistant Vice President
Brian Britain	Assistant Vice President
John Feddock	Assistant Vice President
Travis Bix	Assistant Vice President
Randy Seaver	Assistant Vice President
Andy Pulido	Assistant Vice President
James Lloyd Douglass	Assistant Vice President
Michael R. Filmyer	Assistant Vice President
Michael Kinder	Assistant Vice President
Charles Weber	Assistant Vice President
Joseph O'Connell	Assistant Vice President
Majd Nima	Assistant Vice President
Chad Krofta	Assistant Vice President
Sean Clauson	Assistant Vice President
Robin Harris	Assistant Vice President
Anngie Richter	Assistant Vice President

Ratification:

RESOLVED, that any and all actions heretofore taken by any officer of the Corporation with respect to, and in contemplation of, the transactions contemplated by any of the foregoing resolutions are hereby ratified, confirmed and approved.

General:

RESOLVED, that any actions previously taken or caused to be taken by any of the officers of the Corporation in connection with any of the matters contemplated by the foregoing resolutions are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such; and

FURTHER RESOLVED, that each of the officers of the Corporation hereby is authorized, in the name and on behalf of the Corporation and under its corporate seal where required, to execute and deliver such additional agreements, instruments and documents, and to take or cause to be taken such other actions, as the Corporation may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions, each such agreement, consent, certificate, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as the officers of the Corporation executing the same may approve, the execution and delivery of any such agreement, consent, certificate, instrument or document by any such officer or the taking of such action to be conclusive evidence of such authorization and approval.

This Written Consent may be executed in any number of counterparts with the same effect as if all of the directors had signed the same document, and all counterparts shall be construed together and shall constitute one written consent.

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Corporation, have executed this Written Consent as of the date first set above and directs that this Written Consent be filed with the books and records of the Corporation.



Michael Renshaw

Graham Yerbury

Paul Gardiner


AIA Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

CARDNO, INC.
6605 Steger Road, Unit A
Monee, IL 60449

SURETY:*(Name, legal status and principal place of business)*

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
One Tower Square
Hartford, CT 06183

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

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

OWNER:*(Name, legal status and address)*

VILLAGE OF DOWNERS GROVE

5101 Walnut Ave., Downers Grove, IL 60515

BOND AMOUNT: Ten percent of amount bid.
(10% of Amount Bid)

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

Bid No. SW-069-14 - 2014 Green Streets Program - Downers Grove Estates - Bio-Swale Construction, Native Plug Planting, and One Year of Vegetation Maintenance.


Project Number, if any:

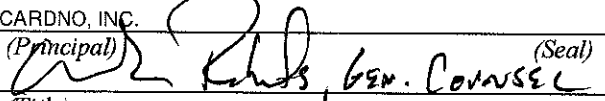
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

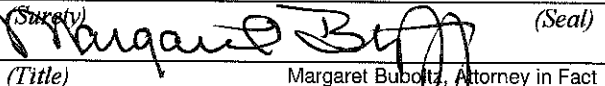
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 20th day of March, 2015


(Witness)

CARDNO, INC.
(Principal)  (Seal)
(Title)


(Witness) Anoop Chawla Adlakha

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Surety)  (Seal)
(Title) Margaret Buboltz, Attorney in Fact

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228950

Certificate No. 006255864

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael J. Herrod, Wendy W. Stuckey, Margaret Buboltz, Lisa A. Ward, Donna L. Williams, Jennifer Copeland, David Wightman, Stephenie Whittington, Anoop Chawla Adlakha, Lupe Tyler, Nancy Thomas, Vanessa Dominguez, and Myisha Jefferson

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of January, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 26th day of January, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of March, 2015.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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Travelers Bond & Financial Products
Commercial Surety, Houston, TX

(281) 606-8400
(281) 606-8435 (fax)

4650 Westway Park Blvd.
Houston, TX. 77041-2036

March 20, 2015

Attn: Daniel J. Kmiecik
Staff Engineer II
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

RE: Village of Downers Grove, IL
Bid #SW-069-14
2014 Green Streets Program – Downers Grove Estates

Mr. Kmiecik,

Cardno, Inc. is a highly regarded and valued client of the Travelers Casualty and Surety Company of America. We have had the privilege of providing their bonds for several years. Accordingly, we would anticipate no difficulty in providing the customary performance and payment bonds should they be awarded the contract as they have demonstrated their ability to perform contract work in a highly professional and timely manner.

Naturally, we would expect that the execution of any final bonds would be subject to a review of the final contract terms, conditions and financing by our client and ourselves. We assume no liability to you or any third party if for any reason we do not execute said bonds.

If we can provide any further assurances or assistance, please do not hesitate to call upon us.

Sincerely,

Travelers Casualty and Surety Company of America

A handwritten signature in black ink, appearing to read "Margaret Buboltz".

Margaret Buboltz, Attorney-in-Fact

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228950

Certificate No. 006255863

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael J. Herrod, Wendy W. Stuckey, Margaret Buboltz, Lisa A. Ward, Donna L. Williams, Jennifer Copeland, David Wightman, Stephenie Whittington, Anoop Chawla Adlakha, Lupe Tyler, Nancy Thomas, Vanessa Dominguez, and Myisha Jefferson

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of January, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 26th day of January, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of March, 2015.

FARMINGTON CASUALTY COMPANY
THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



March 23, 2015

Cardno Inc.
6605 Steger Road, Unit A
Monee, IL 60449

RE: 2014 Green Streets Program – Downers Grove Estates
5101 Walnut Ave.
Downers Grove, IL 60515
Bid #SW-069-14

To Whom It May Concern:

We hereby confirm that Cardno Inc. has in place or is capable of obtaining the insurance outlined in 2014 Green Streets Program – Downers Grove Estates Bid # SW-069-14 with one exception. Cardno Inc. will be unable to provide an additional insured endorsement on the Employers Liability policy.

We would require 3 business days' notice in advance of the work commencing in order arrange the necessary documents to satisfy their requirements. If you have any questions or need any additional information, please let us know.

Regards,

A handwritten signature in black ink, appearing to read 'Ashley Dickson', with a long horizontal flourish extending to the right.

Ashley Dickson
Assistant Vice President
Aon Risk Services Southwest, Inc.
5555 San Felipe, Suite 1500
Houston, TX 77008
ashley.dickson@aon.com

Aon Risk Solutions

5555 San Felipe | Suite 1500 | Houston, TX 77056
t +1 832.476.6000 | f +1.800.953.4542 | aon.com

Aon Risk Services Southwest, Inc. | Aon Risk Insurance Services Southwest, Inc. | License # CA 0559716



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/23/2015

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

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

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Cardno, Inc. 5415 Sw Westgate Drive Suite 100 Portland OR 97221 USA	INSURER A: Commerce & Industry Ins Co	19410
	INSURER B: Lexington Insurance Company	19437
	INSURER C: The Insurance Co of the State of PA	19429
	INSURER D: New Hampshire Ins Co	23841
	INSURER E: Granite State Insurance Company	23809
	INSURER F: National Union Fire Ins Co of Pittsburgh	19445

COVERAGES CERTIFICATE NUMBER: 570057095452 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL1721859 General Liability	09/30/2014	09/30/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
C	AUTOMOBILE LIABILITY			CA 358-29-49 Auto (AOS) CA 2714604 Auto (MA)	09/30/2014	09/30/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
F	X ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>				09/30/2014	09/30/2015	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			34196652 Umbrella	09/30/2014	09/30/2015	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC039901297 WC _ AOS WC039901296 WC _ (NJ,PA)	09/30/2014	09/30/2015	X PER STATUTE <input type="checkbox"/> OTH-ER	
D					09/30/2014	09/30/2015	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	Archit&Eng Prof			031710951 Professional SIR applies per policy terms & conditions	09/30/2014	09/30/2015	Each Claim	\$2,000,000
							Aggregate	\$2,000,000
							SIR	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Bid No. SW-069-14 for 2014 Green Streets Program-Downers Grove Estates, Bid Opening Date/Time: Wed. March 25, 2015 at 10:00 am and Bid Conference Date/Time: Wed. March 18, 2015 at 10:00 am, Location: 5101 Walnut Avenue, Downers Grove, IL 60515.
 Village of Downers, its officers, officials, employees and volunteers are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability, Auto Liability and Umbrella Liability policy. General Liability and Auto Liability evidenced herein is Primary and Non-Contributory to other insurance available to the certificate holder, but only to the extent required by written

CERTIFICATE HOLDER Village of Downers Grove 5101 Walnut Avenue Downers Grove IL 60515 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest Inc</i>
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Holder Identifier: Certificate No.: 570057095452

AGENCY CUSTOMER ID: 570000051836

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno, Inc.	
POLICY NUMBER See Certificate Number: 570057095452			
CARRIER See Certificate Number: 570057095452	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: Ironshore Specialty Insurance Company	25445
INSURER H: Allied World National Assurance Company	10690
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
D		N/A		WC039901295 WC _ (IL, KY, NC, NH, UT, VT)	09/30/2014	09/30/2015	
D		N/A		WC039901294 WC _ (AK, AZ, GA, VA)	09/30/2014	09/30/2015	
E		N/A		WC025842892 WC _ (FL, NE, OR)	09/30/2014	09/30/2015	
C		N/A		WC025842891 WC _ (CA)	09/30/2014	09/30/2015	
D		N/A		WC012055045 WC _ (MA, ND, OH, WA, WI, WY)	09/30/2014	09/30/2015	

AGENCY CUSTOMER ID: 570000051836

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno, Inc.	
POLICY NUMBER See Certificate Number: 570057095452		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570057095452	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

contract with the insured. A Waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability, Auto Liability and Workers Compensation policy. Umbrella liability is a Follow Form and provides Excess of General liability, Auto liability and Employers' liability policies. Ongoing-Completed Operations for Additional Insured applies to General Liability policy. Errors and Omissions are included in the Professional Liability Policy. XCU coverage is included under the General Liability policy. Auto Liability policy includes MCS 90.

Should any of the Policies described on the Certificate of Insurance be cancelled before the expiration date thereof, we will endeavor to mail 30 days written notice, except 10 days' notice for non-payment, to the certificate holder named on the certificate, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

AGENCY CUSTOMER ID: 570000051836

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno, Inc.	
POLICY NUMBER See Certificate Number: 570057095452			
CARRIER See Certificate Number: 570057095452	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

CARDNO NAMED INSUREDS

ATC Group Services, Inc.
 Cardno EM-Assit, Inc.
 Cardno Emerging Markets USA, Ltd.
 Cardno ENTRIX
 Cardno ERI
 Cardno GS, Inc.
 Cardno Haynes Whaley, Inc.
 Cardno JFNew
 Cardno MMA
 Cardno NC, Inc.
 Cardno TBE (AZ)
 Cardno TBE (FL)
 Cardno TBE; TBE Group, Inc.
 Cardno TEC, Inc.
 Cardno USA, Inc.
 Cardno WRG, Inc.
 Cardno WRG, Inc. dba WRG Designs Inc.
 Cardno, Inc (OR)
 Cardno, Inc. (TX)
 Cardno, Inc. (FL)
 Cardno PPI Engineering & Construction, Services LLC., PPI Technology Services, LLC., PPI Quality & Asset Management, LLC., and its Affiliated Companies
 Entrix Inc. dba Cardno Entrix
 Environmental Resolutions, Inc.
 J.F. New & Associates, Inc.
 JFNew
 Marshall Miller & Associates, Inc.
 TBE Group (Canada) ULC
 TBE Group, Inc. (Adden)
 TBE Group, Inc. dba: Cardno TBE
 TBE Group, Inc., Cardno TBE
 TBE Professional Services, PLLC
 WRG North Carolina PLLC
 XPSoftware



Affidavit

The Engineering and Environmental Services, Restorations Division of Cardno, Inc. based out of Illinois, Indiana, Michigan, Ohio, Wisconsin and Minnesota, has approximately 259 pending bids in the sum of \$15.08 million that the company has not received notification of if the contract/bid has been awarded or rejected.

Attached is a list of active projects for the Engineering and Environmental Services, Restoration Division of Cardno, Inc. based out of the previously mentioned states. This project list includes subcontract work and work as a primary. The sum of work for planting, maintenance, restoration, erosion control and construction for all these projects is approximately \$4.88 million.

Subscribed and sworn to before me this 23 day of March, 2015.

Type of Print Name: Michael S. Landry Treasurer
Officer or Director Title

Sarah E. Thomas

Notary Public

Michael S. Landry

Officer or Director Signature

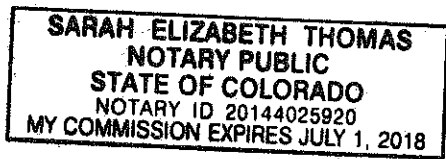
My commission expires: July 1, 2018

(Notary Seal)

Company: Cardno, Inc.

Address: 10004 Park Meadows Drive, Suite 300

Lone Tree, CO 80124



Cardno, Inc. Restoration Services Active Projects Pertaining to Restoration, Planting, Maintenance, Erosion Control and Bio-Swales.

Primary Client	Project Name	Phase	Total Budget
Harris Bank	Hometown Developmnt WtInd Mitigation	56*13	3,000.00
Park District of Highland Park	HighlandPrkIL: Skokie River Woods	50*AD	6,500.00
Vectren Corporation	VectrenInc:Gibson-Brwn 345 kV-29 Mi	56*14	10,500.00
Southern Indiana Gas & Electric Co.	So. IN Gas & ElectricCo:345kV Line	56*13	39,600.00
Southern Indiana Gas & Electric Co.	So. IN Gas & ElectricCo:345kV Line	56*14	38,530.91
Renier Construction	Renier Construction: Dayton Freight	50A	8,755.95
Ancilla Domini Sisters Inc.	AncillaDominiSrs: Lake Galbraith	50	56,250.00
Tom Webb Residence	Tom Webb: Walnut Ridge Farm	54	7,313.14
Tom Webb Residence	Tom Webb: Walnut Ridge Farm	54A	11,971.92
Tom Webb Residence	Tom Webb: Walnut Ridge Farm	54C	1,964.00
Tom Webb Residence	Tom Webb: Walnut Ridge Farm	56*14	6,645.62
TSP Environmental	City of Troy:Aquatic Habitat Resto	50A	30,260.80
City of Radcliff, KY	City of Radcliff: City Hall	84	78,357.53
Cardno Entrix	CE: Oak Glen Nature Preserve	84A	4,230.46
Eaton County, Michigan	Eaton Co, MI: Carrier Creek Drain	50	548.75
Park District of Highland Park	HighlandPrkIL: Skokie River Woods	54	48,400.00
City of Monroe, Michigan	City of Monroe, MI: Low HeadDamRem	50	70,472.00
City of Monroe, Michigan	CityofMonroe:CityofMonroeDam Ph II	50	98,345.54
Harlan Development	Harlan Wetland Mitigation-TurnKey	56*14	1,720.28
Indiana DOT	INDOT: SR 641	56*13A	15,263.90
Indianapolis Power & Light Co	IPL: US 231	50	168,524.16
Frank K. Regan	Frank Regan: HighPointe on Meridian	50	33,000.00
Batesville Water and Gas Utility Bo	Batesville WaterUtil: Mollenkramer	56*14	5,288.75
Vernon Township	Vernon Twnshp: Indian Creek Restore	50	319,258.52
POET Biorefining	POET Biorefining: Alexandria Site	56*14	4,313.83
EBI Consulting	EBI: Onsted Cell Tower Bird Survey	50	2,363.07
Harbor Shores Community Redevelopme	Harbor Shores: Graham Avenue Connct	50	616.98
C2AE	C2AE: Eaton Rapids Industrial Pk	50	682.50
Grant County, Indiana	GrantCntyEcon: Dollar Gnl Mitigati	56*13	16,500.00
Grant County, Indiana	GrantCntyEcon: Dollar Gnl Mitigati	56*14	9,794.75
Browning	PK 70 Partners,LP:Browning Axxess70	51	2,344.81
Browning	PK 70 Partners,LP:Browning Axxess70	56*13	4,000.00
Browning	PK 70 Partners,LP:Browning Axxess70	56*14	4,489.89
Toyota Industrial Equipment	Toyota Ind Equip: Toyota Plant Expa	56*13	13,425.00
Toyota Industrial Equipment	Toyota Ind Equip: Toyota Plant Expa	56*14	2,000.00
CH2M Hill Constructors Inc	CH2MHill: Dow East Cell	50B	2,000.00
Park District of Highland Park	HighlandPrkIL: Skokie River Woods	50*EX	48,750.00
HNTB	HNTB: I-65/Illiana Mit/HPR	50	2,000.00
Bunnell Hill Construction	Bunnell Hill Dev: Everybody's Farm	50	26,658.61
Parsons Engineering of New York, In	Parsons Eng: Onondaga Lake	50	3,632.80
Parsons Engineering of New York, In	Parsons Eng: Onondaga Lake	50A	520.04
Parsons Engineering of New York, In	Parsons Eng: Onondaga Lake	50C	12.30
Indianapolis Power & Light Co	IPL: US 231	56*12	6,237.61
Indianapolis Power & Light Co	IPL: US 231	56*13	18,991.65
Indianapolis Power & Light Co	IPL: US 231	56*14	7,852.74
CLR Construction, Inc	CLR: INDOT IR-34268	50B	6,000.00

Cardno, Inc. Restoration Services Active Projects Pertaining to Restoration, Planting, Maintenance, Erosion Control and Bio-Swales.

Primary Client	Project Name	Phase	Total Budget
CLR Construction, Inc	CLR Construction, Inc: INDOT 34267	50B	5,940.00
CLR Construction, Inc	CLR: INDOT IR-34268	50C	6,909.25
CLR Construction, Inc	CLR: INDOT IR-34268	50D	13,196.70
CLR Construction, Inc	CLR: INDOT IR-34268	50E	44,161.00
CLR Construction, Inc	CLR Construction, Inc: INDOT 34267	50E	113,317.70
CLR Construction, Inc	CLR: INDOT IR-34268	50A	-
CLR Construction, Inc	CLR Construction, Inc: INDOT 34267	50A	1,750.79
Terra Contracting Services, LLC	Terra Contracting: Willow Blvd	51D	1,560.00
Terra Contracting Services, LLC	Terra Contracting: Willow Blvd	54	3,500.00
Town of Fishers, Indiana	Town of Fishers: Ashford Pointe	56*13	10,800.00
CH2M Hill Constructors Inc	CH2MHill: Dow East Cell	50A	4,000.00
CLR Construction, Inc	CLR: INDOT IR-34268	51A	1,905.50
CLR Construction, Inc	CLR: INDOT IR-34268	51B	32,044.08
CLR Construction, Inc	CLR: INDOT IR-34268	51C	259,640.04
CLR Construction, Inc	CLR: INDOT IR-34268	51D	122,334.20
CLR Construction, Inc	CLR: INDOT IR-34268	56	39,025.00
Village of Northbrook, Illinois - P	NorthbrookParkDist: 2004 Sportsman	54	4,259.57
Village of Northbrook, Illinois - P	NorthbrookParkDist: 2004 Sportsman	56*13	1,253.06
Enterprise Products	Enterprise: ATEX	84	236,789.66
Lake Victoria Association	Lake Victoria POA: Lake Victoria	50A	19,563.32
Ancilla Domini Sisters Inc.	AncillaDominiSrs: Lake Galbraith	50A	16,843.85
Cardno Entrix	CE: Oak Glen Nature Preserve	84	233,940.17
Citizen's Energy Group	CitizensEnergy: Central Canal	50A	176,090.00
J F Brennan Company, Inc.	JFBrennan:EBGC Option A	51A	21,471.25
J F Brennan Company, Inc.	JFBrennan:EBGC Option A	51B	1,710.00
J F Brennan Company, Inc.	JFBrennan:EBGC Option A	56	122,718.76
Citizen's Energy Group	CitizensEnergy: Central Canal	50B	5,633.51
J F Brennan Company, Inc.	JFBrennan: EBGC Marsh East	51A	115,544.00
J F Brennan Company, Inc.	JFBrennan: EBGC Marsh East	51B	3,670.80
CLR Construction, Inc	CLR Construction, Inc: INDOT 34267	51A	173,065.00
CLR Construction, Inc	CLR Construction, Inc: INDOT 34267	51B	9,000.00
CLR Construction, Inc	CLR Construction, Inc: INDOT 34267	51C	35,127.00
CLR Construction, Inc	CLR Construction, Inc: INDOT 34267	51D	131,550.00
CLR Construction, Inc	CLR Construction, Inc: INDOT 34267	51E	390,200.80
CLR Construction, Inc	CLR Construction, Inc: INDOT 34267	51F	213,309.20
CLR Construction, Inc	CLR Construction, Inc: INDOT 34267	56	12,240.00
JA Woollam Foundation	JAWoollam:Pretty LK Pres 2014	84	-
Frank K. Regan	Frank Regan: HighPointe on Meridian	56*15	388.50
City of Monroe, Michigan	City of Monroe, MI: Low HeadDamRem	84	46,520.00
Town of Fishers, Indiana	TownOfFishers: 126th St Enhanced SW	56*14	14,667.00
TSP Environmental	City of Troy:Aquatic Habitat Resto	51	21,510.00
TSP Environmental	City of Troy:Aquatic Habitat Resto	54	15,079.95
CH2M Hill Constructors Inc	CH2MHill: Dow East Cell	54	97,327.47
Park District of Highland Park	HighlandPrkIL: Skokie River Woods	50*ED	5,000.00
Lake Erie Land Company	LEL: Lake Station Mit Bank 2013	50	3,414.72
Illinois DNR	ILDNR: Hooper Branch 2014	84	26,089.56

Cardno, Inc. Restoration Services Active Projects Pertaining to Restoration, Planting, Maintenance, Erosion Control and Bio-Swales.

Primary Client	Project Name	Phase	Total Budget
American Transmission Company LLC	ATC: 77354 Wetland Restoration Over	84	1,986.21
AEP	Ph 1: Thunderbird Dam Removal & Str	84	1,794.00
J F Brennan Company, Inc.	JFBrennan:EBGC Option A	50A	2,020.00
J F Brennan Company, Inc.	JFBrennan: EBGC Marsh East	50	358.65
J F Brennan Company, Inc.	JFBrennan:EBGC Marsh West	50	47.60
Laurelwood Homeowners' Association	Laurelwood HOA	84	2,119.25
TSP Environmental	City of Troy:Aquatic Habitat Resto	50	10,000.00
Consumers Energy Company	Consumers Energy: Leslie Twship	84	14,408.71
Parsons Engineering of New York, In	Parsons Eng: Onondaga Lake	51	121,054.63
Parsons Engineering of New York, In	Parsons Eng: Onondaga Lake	51A	8,976.75
Parsons Engineering of New York, In	Parsons Eng: Onondaga Lake	54A	14,992.48
Parsons Engineering of New York, In	Parsons Eng: Onondaga Lake	54B	2,867.81
Indiana DOT	INDOT: SR 39 Morgan County	50A	103.84
Consumers Energy Company	Consumers Energy: Leslie Twship	54	8,548.73
Consumers Energy Company	Consumers Energy: Leslie Twship	54A	8,295.33
Consumers Energy Company	Consumers Energy: Leslie Twship	54B	714.75
Consumers Energy Company	Consumers Energy: Leslie Twship	54D	26,260.56
Indiana DOT	INDOT: SR 39 Morgan County	50	323.50
Ford Development Corp.	Ford Development: Middletown Road	50	80,908.80
Indiana DOT	INDOT: SR 641	84	97,097.41
Fremont Township, Illinois	Lemon/Landau Stream Restoration	84	15,468.22
Grant County, Indiana	GrantCntyEcon: Dollar Gnl Mitigati	50C	15,883.55
Indianapolis Power & Light Co	IPL: US 231	50A	28,341.53
City of Valparaiso, Indiana	City of Valparaiso: Wall St Basin	50	148,300.00
Bunnell Hill Construction	Bunnell Hill Dev: Everybody's Farm	50T	18,641.39
Elkhart County Landfill	ElkCnty: Corrections Complex 2013	50	32,300.00
Town of Fishers, Indiana	Thorpe Creek Wetland Creation	50	37.50
Charter Steel	CharterSteel:Saukville, WI	84	119,806.50
TOTAL			4,875,026.02

Village of Downers Grove

SUBCONTRACTOR: Thornton Equipment Services, Inc.

MUNICIPAL REFERENCE LIST

Municipality: Downers Grove
 Address: 801 Burlington Ave., Downers Grove, IL 60515
 Contact Name: Andy Sikich Phone #: 630-434-5500
 Name of Project: St. Joseph's Creek North Branch
 Contract Value: \$115,199.62 Date of Completion: December 2012
 * Project completed by Thornton Equipment Services in cooperation with Cardno, Inc.

Municipality: Park District of Highland Park
 Address: 636 Ridge Rd, Highland Park, IL 60035
 Contact Name: Rebecca Grill Phone #: 847-815-0040
 Name of Project: Skokie River Woods
 Contract Value: \$365,000.00 Date of Completion: January 2015
 * Project completed by Thornton Equipment Services in cooperation with Cardno, Inc.

Municipality: Vernon Hills Township
 Address: 3050 N. Main Street, Vernon Hills, IL
 Contact Name: Todd Gedville Phone #: 847-634-1542
 Name of Project: Indian Creek Streambank Restoration
 Contract Value: \$351,000.00 Date of Completion: November 2014
 * Project completed by Thornton Equipment Services in cooperation with Cardno, Inc.

Municipality: _____
 Address: _____
 Contact Name: _____ Phone #: _____
 Name of Project: _____
 Contract Value: _____ Date of Completion: _____

Municipality: _____
 Address: _____
 Contact Name: _____ Phone #: _____
 Name of Project: _____
 Contract Value: _____ Date of Completion: _____

Village of Downers Grove

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: JASON VERBEEK

Construction Supervisor: JIM HERWIG SR

Team Member: TIM RAMEC

Team Member: BRIAN WAHL

Team Member: JEFF RUPERT

Team Member: NICK SUELA

Team Member: _____

Team Member: _____

Bidder hereby certifies that it complies with all requirements of SP-2 including at least three (3) contracts of similar nature and scope within the last five (5) years.

Signed by: Susan Spring (Corporate Seal)

Title: PRESIDENT

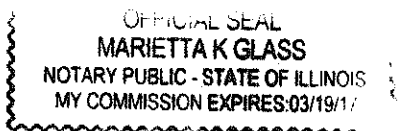
Name & Address: THORNTON EQUIPMENT SERVICES, INC.

of Contractor 12515 W. FRONTAGE RD. MOKENA, IL.
60448

or Vendor _____

Subscribed and sworn to before me this 23rd day of March, 2014

Marietta K. Glass
Authorized Signature





Anthony St. Aubin

Current Position

Regional Manager

Discipline Area

- > Wetland mitigation installation/ management
- > Stream assessment and stabilization design
- > Midwest woodland, wetland, prairie plant identification
- > Bioengineering installation
- > Erosion and sediment control techniques
- > Prescription burning
- > Native seed/ plant installation
- > Ecological restoration and management techniques
- > Tree surveying /inventory methodology
- > Competence with soil penetrometer, laser level, and survey equipment
- > Planning, Site Selection and Hydrology Models for Constructed Wetlands
- > Advanced Tree Identification

Years' Experience

14

Joined Cardno

2003

www.cardno.com

Summary of Experience

Tony provides oversight and project management to ecological restoration projects across the company and serves as Principal-in-Charge for the most complicated and detailed natural resource restoration projects. With more than 15 years of natural resource experience, he is an integral part to the growth and success in developing Cardno's remediation and emergency response services area. His role includes oversight and personnel management, proposal and contract review/generation, project estimating, planning, and management, and is responsible for profitability, performance, safety, and client satisfaction. He has served on several professional organizations and has given numerous presentations and workshops on the use of native vegetation in the landscape, habitat restoration, and restoration design/ planning. He has a BS in Biological Research with an emphasis in Ecology from the Loras College. Before joining Cardno, Tony worked as a forestry technician for Superior National Forest in Ely, Minnesota.

Significant Projects

East Branch Grand Calumet River, Indiana. The Grand Calumet River AOC has been undergoing an \$80 million cleanup to remove contaminated sediment and restore the degraded wetland habitat along the river. Cardno was retained to restore the native wetland and riparian corridor habitat along a 1.8 mile stretch of the East Branch Grand Calumet River in northwest Indiana in order to improve habitat and aesthetics in the riparian corridor, building on more than 20 years of experience providing a range of environmental consulting services in the AOC. While a key driver for the project is sediment remediation, the project is also actively restoring aquatic ecosystems, water quality and poor substrate conditions through integrative management and restoration techniques. Tony was the Project Manager.

Ninemile Creek Post-Remediation Stream & Floodplain Restoration, New York. Following sediment and soil removal, Cardno provided native revegetation and restoration services in support of an extensive remediation project along Ninemile Creek in central New York. Our team managed, and implemented the complex planting plan to restore the wetland and upland vegetation along the streambanks and floodplain of the Creek. Tony was the Project Manager.

Hudson River Restoration, New York. Cardno was retained to provide habitat restoration services associated with dredging in the Hudson River. Work activities included the installation and maintenance of over 100,000 locally-sourced native wetland plants and the installation of over 17 acres of native seeding. Tony served as the project assistant on the project that was successfully completed in December of 2014.

Kalamazoo River Restoration, Michigan. Cardno was contracted to implement the upland and stream habitat restoration plans for this remediation project. Cardno installed erosion control measures and native plant seed, trees, and shrubs in order to restore the banks of the Kalamazoo River to a natural state after contaminated sediments were removed. The project encompasses two separate half mile stretches of the river. Tony was the project superintendent and performed construction



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Education

- > BS, Biological Research, Loras College, 1999.

oversight for implementing the upland and stream habitat restoration plans for this remediation project. Tasks included finish grading, stabilized and seeded the disturbed areas and river bank stabilization.

Blackwater National Wildlife Refuge, Wildlife Drive Dike Stabilization, Maryland. Blackwater National Wildlife Refuge is an approximately 25,000-acre refuge located near Cambridge, Maryland. Wildlife Drive is a four-mile road that runs primarily on top of a dike that was constructed to create a freshwater impoundment for seasonal waterfowl use. The dike that is the foundation of Wildlife Drive has been eroding due to the loss of the tidal marsh habitat that once protected it from wave action. Through an IDIQ cost-share contract with USFWS and Pheasants Forever, Cardno was contracted to design and permit more than 7,000 feet of dike stabilization. Cardno developed a design that met the qualifications for a Maryland Department of the Environment (MDE) Regional General Permit and a USACE General Programmatic Permit. Additionally, Cardno developed and submitted the MDE erosion and sediment control plan, as well as a construction plan set with specifications. The plan set will be used to bid out and construct the Wildlife Drive Dike Stabilization. Tony was the project superintendent and performed oversight for the construction phase of the project.

Skokie River Woods Wetland, Illinois. Cardno was responsible for obtaining regulatory permits from the Lake County Stormwater Management Commission and USACE. After receiving permits Cardno was responsible for restoring more than two acres of wetlands including removal of a dam, installation of a water control structure, excavation of existing fill to expose historic hydric soils, revegetating with native plant material, and vegetation monitoring and maintenance. Tony was the project manager supervised the design, permitting, and construction of a 20.25 acre degraded wetland restoration/ enhancement project.

Lyman Woods Streambank Stabilization, Illinois. Lyman Woods Forest Preserve contains 135 acres of woodland, wetland, and prairie habitat. Some of Cardno's responsibilities included streambank stabilization, invasive and exotic species control, and restoration of various plant communities. Cardno also installed emergent seed and plants, and trees and shrubs, supplied by the Cardno Native Plant Nursery. Cardno will conduct monitoring in representative areas until 2011 to evaluate the development of the vegetation. Tony was the project manager responsible for management of a 1,700 linear foot streambank stabilization project for Downers Grove Park District which included, but not limited to, the installation of riffles, vanes, stepped pools, and native seed/ plugs. The project also included the restoration of 14.83 acres of oak woodland through exotic species removal and the installation of native seed and associated management.

Tinley Creek Wetland Restoration, Illinois. Cardno was retained by Openlands, a Chicago area nonprofit conservation organization, to install approximately 200,000 plants on an estimated 440-acre wetland restoration site. Cardno coordinated the plant deliveries with the contract grower and Tinley Creek Woods and provided quality control. Cardno installed the plants over a six-week period. When combined with the adjacent Bartel Grassland habitat, this restoration effort will result in more than 860 acres of grassland and wetland habitat. Tony was the project manager.

WE Power - Southeast Seep Wetland Mitigation, Wisconsin. Cardno was



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contracted for implementation of a wetland mitigation project for WE Energies adjacent to Lake Michigan in Milwaukee County, Wisconsin. The project, known as the Southeast Seep Site, involved 3 acres of wetland restoration, 1 acre of wetland enhancement, and 16 acres of prairie and forested upland buffer plantings. Our team completed tile removal, scraping, native seed and plant installation, and dormant season mowing of woody invasive species. Tony was the project assistant responsible for this 3.3 acre wetland mitigation installation project. Installation also included 11 acres of upland prairie, and 4.5 acres of wood removal for WE Energies.

Metropolitan Water Reclamation District of Greater Chicago Natural Prairie Landscape, Illinois. The project included assessing and maintaining natural prairie landscapes in order to increase the vegetative quality and density. The contract was a multi-year agreement and began in 2009. Tony was the project manager supervised the installation and stewardship of nine facilities throughout Cook County, Illinois.

Sundown Meadow and Crabtree Wetland Restoration, Illinois. Cardno was contracted to manage a wetland restoration project for this Forest Preserve District. The project included locating and disabling agricultural drain tiles, installing water control structures, 9.25 acres of wetland seed installation, and 5 acres of invasive woody species removal. Tony was the project manager responsible for oversight of wetland restoration.

East Perkins Road, Illinois. The East Perkins Road restoration project involved the conversion of a landfill to a high quality natural area. The project included herbicide application, seedbed preparation, and native seeding of approximately 18.0 acres. The goal of this project was to create a natural area adjacent to city property and provide a buffer to a nearby stream. Tony was the project manager for the installation of 18.0 acres of native prairie seed for an open space for Urbana Park District.

Butler Lake, Illinois. Cardno was awarded a federal contract to install 8 acres of native prairie seed, 2 acres of wetland seed, and 7,040 wetland plants as part of a USACE dredging and ecosystem restoration project. This USEPA/Chicago Wilderness award-winning project was initiated in 2006, and Cardno continues to manage the site under a contract with the Village of Libertyville. Tony was the project manager for 11.0 acres of shoreline restoration as part of an U.S. Army Corp of Engineers funded lake dredging project. The project also included the installation of 7,500 wetland plant, and 2.0 acres of wetland enhancement which involved a custom seed mix and erosion and sediment control.

Hooper Branch Savannah Nature Preserve, Illinois. Cardno was contracted to perform installation of 45 linear feet of vinyl sheetpiling and 310 cubic yards of backfilling as part of a hydrological restoration project located in an Illinois State Nature Preserve. The project also included the oversight and coordination of excavation with subcontractor according to construction documents. Tony was the project manager supervised installation of sheetpiling and backfilling.

Illinois Dept of Agriculture, Streambank Stabilization Consulting, Illinois. Cardno was contracted to provide consultation services as part of its state-wide Streambank Stabilization and Restoration Program (SSRP) through 2010 for up to



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20 Soil and Water Conservation Districts throughout the northern third of Illinois. Tony was a project assistant responsible for 18 Soil and Water Conservation Districts to implement the Streambank Stabilization and Restoration Program (SSRP) landowner grant program.

Kankakee Sands Conservation Opportunity Area, Illinois. Cardno provided prescription burning for Illinois DNR on several of the highest quality savannas in the Midwest. The area provides habitat for nearly 100 "Species in Greatest Need of Conservation." The goal of the contract was to continue active management which is necessary to maintain the site's quality. The total project area included 1,100 acres. Tony was the project manager responsible for the implementation of prescribed burning for the Illinois Department of Natural Resources.

Village of Sugar Grove, Illinois. Cardno was contracted for consulting services to the Village of Sugar Grove. Cardno performed inspections and submitted assessment reports of natural area landscaping plans and sites. Tony was the project manager responsible for inspections and submittal of assessment reports.

Greater Chicago Auto Auction, Illinois. Cardno worked with the general contractor to design BMPs for on-site treatment of the stormwater generated on the more than 200-acre site. Following design, Cardno was awarded the contract to provide and plant wetland plugs in the wetland areas. A spillway was also constructed with bioengineering materials and native plants to fortify the stormwater wetland. Tony was the field crew supervisor responsible for crew supervision on a mitigation planting project installing 25,000 wetland plant plugs and drill seeding 26 acres.

Boughton Ridge Golf Course, Illinois. Cardno was contracted to install more than 6,000 linear feet of coir fiber rolls on this shoreline stabilization project. Tony was the field crew supervisor responsible for crew supervision, installing more than 6,000 linear feet of coir fiber rolls.

Fairview Village Development, Illinois. Cardno was contracted to prepare and submit a wetland permit application involving the construction of a storm sewer. Cardno was reviewed and implemented a restoration plan and conducted monitoring and maintenance. Tony was a project assistant involved in conducting riparian corridor assessment in relation to a storm sewer extension passing through a wooded area and adjacent wetlands.

Sag Valley Forest Preserve Invasive Species Control, Illinois. Cardno was contracted to remove invasive woody species from approximately 32 acres of Sag Valley Forest Preserve Property. The process included cutting target species, followed by cut-stump herbicide treatment to control resprouts, and a follow-up herbicide application. The cleared area was then seeded with a native seed mixture. Cardno also provided oversight for invasive herbaceous species control with selective herbicide applications within a second area. Tony was the project manager responsible for all aspects of this project.

Midewin Tallgrass Prairie, Illinois. Cardno assisted the USFS with the restoration of native prairies at the only federally-owned property managed solely for the preservation and restoration of a tall-grass prairie community. Cardno cleaned, processed, and stored the native seed collected from the site, provided ecological



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consulting services to control woody resprouts, and provided natural wastewater treatment design services for the site's administration facilities. Tony was the field crew supervisor responsible for crew supervision on a large scale invasive species removal project from bid preparation and submittal to successful execution and billing.

Village of Crete, Illinois. Cardno was contracted to conduct hazard tree assessments for the village. Consultation on appropriate landscaping ordinances was also given. Tony was the project manager responsible for all aspects of this project.

Forest Preserve District of Will County, Illinois. Braidwood Dunes Savanna is part of the Forest Preserve District of Will County. Cardno completed an aspen removal project and eradication of common reed colonies within the forest preserve boundaries. Tony was the project manager for all aspects of this forest preserve project.

Braidwood Dunes Savanna, Illinois. Cardno was contracted by the Forest Preserve District to conduct an endangered, threatened, and rare plant species survey for two nature preserves. An aspen removal project was also completed. Tony was the project manager and completed an Aspen removal project for the FPD of Will County.

Tinley Park Pond Management, Illinois. Cardno was hired to provide aquatic weed management and wetland plug installation. Aquatic management was implemented for two seasons in basins at Lake Village, Bristol Park, Apple Lane Pond, Radcliff Place and the Ditch at Creekside. As project manager, Tony acted as principal applicator.

Prairie Knoll, Illinois. The Prairie Knoll restoration project involved herbicide application, seedbed preparation, and native seeding of approximately 27 acres. The goal of this project was to create a natural area adjacent to a new residential development, and to provide a buffer to a nearby stream. The native planting also serves as filter for the adjacent stormwater management area. Tony was the project manager for the installation of 26.0 acres of native prairie seed for an open space for Plainfield Park District.

Frankfort Prairie Park, Illinois. Cardno designed and constructed the innovative landscape plan for the approximately 13-acre Frankfort Prairie Park in Frankfort, Illinois. Cardno provided design and implementation of native landscaping and restoration management on the project in 2001-2002 and continues to be involved with maintenance and monitoring services for the site. The final design included restoration and creation of nine acres of native tall grass prairie, three acres of wet prairie, and a fishing pond with native emergent vegetation lining the shorelines. Tony was the project manager responsible for the natural areas of the prairie park which was installed by Cardno in the summer of 2001. He works annually with the Village of Frankfort to prioritize and implement natural resource management objectives and goals.

Turnberry Lake, Illinois. Cardno provided shoreline stabilization and installation of a prairie buffer along the northern shore of Turn Berry Lake. The goal of the project was to reduce erosion and improve shoreline aesthetics. Tony was the project



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manager supervised and managed a shoreline bioengineering project.

Petersen Historic Park, Illinois. Cardno was contracted to assist with a sedge meadow plant community restoration plan. Cardno conducted a 15-acre prescribed burn for the McHenry County Conservation District. Tony was the project manager responsible for prescribed burn.

Countryside Lake, Illinois. Cardno was contracted to perform shoreline restoration and enhancement for a lake association. The project also included the oversight and coordination of excavation with subcontractors according to construction documents. Tony was the project manager responsible for all aspects of this project.

Forest Trail Condo, Illinois. Cardno was contracted to design and implement a detention pond shoreline restoration project for a residential development where aesthetics were of critical importance. Tony was the project manager responsible for oversight of the project.

Lake Paradise, Illinois. Cardno installed 52,000 wetland and wet-mesic native plants for the City of Mattoon, Illinois. The project was partially funded by a 319 grant issued by the Illinois DNR. Tony was the project manager responsible for supervision and coordination.

Chavez & Son's, Illinois. Cardno was contracted to perform a tree inventory on four acres of private property slated for development. Also created a tree preservation plan based on selection criteria such as species, size, spacing, diversity, and health. As a project assistant, Tony performed a tree inventory.

Crystal Creek Prairie Park, Illinois. Cardno designed a conceptual prairie park master plan, which included wetland mitigation areas, trails, seating and bird watching areas for a proposed housing development. Cardno also gained approval to develop a wetland mitigation. The park used the undevelopable floodway of the site to create a recreational and aesthetic amenity for both the development and the community. Tony supervised the installation and management of 9.5 acres of wetland mitigation for three individual permits regulated by the USACE.

Clark Pine East (Bongi) State Nature Preserve, Indiana. Cardno provided woody plant removal on approximately 45 acres of preserve property. The purpose of the project was to remove a build-up of non-native and aggressive native woody species, allowing restoration of the area to a more natural dune swale habitat consisting of savannas and emergent wetlands. Tony was a project assistant responsible for quality control and implementation of a 12 acre invasive woody plant removal project.

JDS Homes, Illinois. Cardno was contracted to perform a tree survey on seven acres of private property slated for development. Survey included tree species, DBH, and overall health. Tony was the project assistant and completed the tree survey.

Bonnie's Prairie, Illinois. Cardno executed an Illinois DNR contract to control reed canary grass (*Phalaris arundinacea*) and wild raspberry (*Rubus spp.*) at an Illinois State Nature Preserve. Tony was the project manager responsible for all aspects of this project.



Anthony St. Aubin

Professional
Certifications

- > OSHA 10-hour Safety and Health Training
- > Licensed Pesticide Applicator, Illinois, Indiana, and Wisconsin
- > Wildland Firefighter Certified Training: S-130, S-190, S290
- > Illinois Certified Burn Boss
- > Certified in CPR and First Aid
- > Registered United States Department of Agriculture (USDA) Technical Service Provider (TSP)
- > U.S. Army Corp of Engineers Certified Construction Quality Management

Presentations

- > "Green Infrastructure and Long-Term Maintenance" USGBC.
- > "Alternative Maintenance and Management Solutions for Natural Areas" DuPage County, Illinois.
- > "Creating Native Landscapes" Village of Sugar Grove, Illinois.

Professional
Memberships

- > Society of Wetland Scientists, member



Victor Yelaska

Current Position

Field Technician

Discipline Area

- > Ecological Restoration
- > Physical and Chemical Invasive Species Removal
- > Native Plant and Seed Installation
- > Erosion Control Material Installation
- > Native and Exotic Plant Identification
- > Prescribed Burning
- > Field Supervision/On-Site Operations

Years' Experience

3

Joined Cardno

2011

Education:

- > AS, Biology, Joliet Junior College, 1988.

Summary of Experience

As a Field Technician, Victor is primarily responsible for implementing restoration plans in the field. This involves supervising field crews and interacting with clients, in addition to applying restoration techniques required on site. Managing the day-to-day operations of a field crew also requires Victor to adjust to unforeseen obstacles to make sure work is performed in the most efficient and safe way possible. Victor has three years of field experience working on ecological restoration projects and many additional years' experience from restoring his own property to prairie.

Significant Projects

Briarwood Park/Trail Tree Park, Illinois. The Deerfield Park District consulted with Cardno to create a multi-year management plan for a 10+ acre woodland and invasive species control including invasive shrub removal and herbicide applications. Victor was a field crew supervisor responsible buckthorn removal and herbicide maintenance.

Tinley Creek Wetland Restoration, Illinois. Cardno was retained by Openlands, a Chicago area nonprofit conservation organization, to install approximately 200,000 plants on an estimated 440-acre wetland restoration site. Cardno coordinated the plant deliveries with the contract grower and Tinley Creek Woods and provided quality control. Cardno installed the plants over a six-week period. When combined with the adjacent Bartel Grassland habitat, this restoration effort will result in more than 860 acres of grassland and wetland habitat. Victor was a field technician who supervised and assisted in plug installation.

Lyman Woods Streambank Stabilization, Illinois. Lyman Woods Forest Preserve contains 135 acres of woodland, wetland, and prairie habitat. Some of Cardno's responsibilities included streambank stabilization, invasive and exotic species control, and restoration of various plant communities. Cardno also installed emergent seed and plants, and trees and shrubs, supplied by the Cardno Native Plant Nursery. Cardno will conduct monitoring in representative areas until 2011 to evaluate the development of the vegetation. As field technician, Victor was responsible for implanting invasive/exotic species control.

American Transmission Company, Superior Coastal Plain Boreal Forest Restoration, Wisconsin. Cardno completed mitigation design for a 140-acre site designed to compensate for impacts to a new transmission line corridor. The project is consistent with the State Wildlife Action Plan and includes restoration of historical boreal forest wetland communities and associated uplands within the Pokegama-Carnegie State Natural Area. The project's intent is to set in place a vegetation succession strategy that, within 10 years, will result in a positive trajectory of boreal forest tree species on the site. Restoration activities occurred the first 4 years of the project, while monitoring will continue through year 10. As a field crew technician, Victor assisted with site restoration and monitoring of plant species. This work has included tree planting and invasive control throughout the site.



Victor Yelaska

Kankakee Sands Conservation Opportunity Area, Illinois. Cardno provided prescription burning for Illinois DNR on several of the highest quality savannas in the Midwest. The area provides habitat for nearly 100 "Species in Greatest Need of Conservation." The goal of the contract was to continue active management which is necessary to maintain the site's quality. The total project area included 1,100 acres. Victor was a field technician responsible for maintaining burn brakes and extinguishing snags ignited by the burn.

Forest Preserve District of Cook County, Illinois: Vegetative Management, Illinois. Cardno was contracted by the Forest Preserve District of Cook County to provide services for a multi-year project for control of invasive species using herbicides. Cardno staff design and implement restoration techniques for various sites at preserves throughout the southern third of Cook County, Illinois. As field crew supervisor, Victor was responsible for the day-to-day operations of field crews for multiple projects at multiple sites within the Forest Preserve District of Cook County.

Skokie River Woods Wetland, Illinois. Cardno was responsible for obtaining regulatory permits from the Lake County Stormwater Management Commission and USACE. After receiving permits Cardno was responsible for restoring more than two acres of wetlands including removal of a dam, installation of a water control structure, excavation of existing fill to expose historic hydric soils, revegetating with native plant material, and vegetation monitoring and maintenance. As field technician, Victor was responsible for the removal of all unwanted tree species within a degraded wetland.

Naperville Park District, Winding Creek Park, Illinois. Cardno was contracted to eliminate invasive weeds along the edges of the detention basin and stream, along with prepping the ground for planting, and then implementing a planting plan with more than 100 species and 12,000 plants. Victor was a field technician that installed native plants, goose fencing, and controlled invasive species with herbicide.

Forest Preserve District of Cook County Prescribed Burn, Illinois. Cardno was contracted by the Forest Preserve District of Cook County to provide services for a multi-year project for ecological management using prescribed burns. Cardno staff designed and implemented prescribed burns for various sites at preserves throughout the southern third of Cook County, Illinois. As field crew supervisor, Victor was responsible for maintaining burn brakes and extinguishing snags ignited by the burn.

- > Licensed Commercial Pesticide Applicator, Illinois, Indiana, Michigan, and Wisconsin.
- > Chicago Wilderness, Midwest ecological prescription burn crew member training class
- > OSHA 40-Hour HAZWOPER certification
- > Certified in CPR and First Aid
- > Certified Chainsaw Operator
- > Institute of Botanical Training Workshop

Professional
Certifications:

Continuing Education

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Marcy Knysz, AICP LEED AP

Current Position
Senior Consultant

Discipline Areas

- > Project Management
- > Habitat Conservation Planning
- > NPDES Compliance
- > Watershed Planning
- > NEPA & ESA Compliance
- > Wetland Permitting and Mitigation Design
- > Storm Water BMP Design
- > Grant Writing and Administration

Years' Experience
14

Joined Cardno
2013

Education

- > MS, Biology, Northern Illinois University, 1998
- > BS, Cell & Structure Biology, University of Illinois Urbana, 1996

Summary of Experience

Marcy has over 14 years of experience in environmental resources in both the private and public sectors. Her experience encompasses project management, transportation planning, environmental consultation and coordination with federal, state and local agencies. Marcy is proficient in Clean Water Act issues and environmental regulations. She is an expert on NPDES regulations and regularly assists clients with permitting and compliance. Marcy writes technical reports and specifications, prepares NEPA documents, wetland permit applications, incidental take permit applications, Habitat Conservation Plans and consultations per the Endangered Species Act and the Illinois Endangered Species Protection Act.

Marcy specializes in green infrastructure and natural area design elements such as rain gardens, bio-infiltration basins, bio-swales, naturalized detention basins, natural area restoration and streambank stabilization. She currently serves as Watershed Coordinator for Buffalo Creek Clean Water Partnership and is in the process of writing a Watershed-Based Plan for Buffalo Creek.

Significant Projects

Buffalo Creek Watershed-Based Plan, Illinois. Cardno was hired by the Lake County Stormwater Management Commission to prepare a Watershed-Based Plan for the ±27-square mile Buffalo Creek Watershed. The Plan is designed to improve water quality by controlling water pollution in the Buffalo Creek Watershed. The Plan includes an identification of causes and sources of pollution to be controlled and outlines measures and milestones to address those identified sources. As Project Manager, Marcy is responsible for writing the Watershed-Based Plan and oversees all other aspects of the plan development.

Hines Emerald Dragonfly Habitat Conservation Plan Cook, DuPage & Will Counties, Illinois. Cardno was contracted to prepare a Habitat Conservation Plan and Environmental Assessment for the Hine's Emerald Dragonfly in the Lower Des Plaines River Valley for Commonwealth Edison to satisfy the requirements of a Section 10 Permit with the U.S. Fish and Wildlife Service. The Habitat Conservation Plan is an analysis of potential impacts to state and federal threatened/endangered species and their habitats, as well as discussions on avoidance, minimization and mitigation. The Habitat Conservation Plan details existing habitat and location of known species, potential "take" of listed species, mitigation for wetlands and listed species impacts and monitoring over a ten-year permit period. Cardno provided GIS mapping for the 548 acre permit area, which included over 300 ComEd structures and 30 transmission/distribution lines. As Project Manager, Marcy is responsible for writing the Habitat Conservation Plan, NEPA documentation, USFWS Incidental Take Permit application, IDNR Incidental Take Authorization application and ComEd's Standard Operating Procedures/Emergency Procedures with regards to work within the Critical Habitat Units; coordination with the client, supporting partners and regulatory agencies; monitoring and auditing of vegetation management activities occurring within Critical Habitat Units.

Southern Access Extension Pipeline Biological Surveys, Livingston to Marion Counties, Illinois. Cardno was hired as the lead biological survey firm to assess over 200 miles of linear corridor and associated pipeline right-of-way (ROW) for the Southern Access Extension pipeline. Multiple field teams completed two mobilizations to provide



wetland delineations, farmed wetland determinations, stream characterizations, threatened and endangered species surveys and habitat assessments, including threatened and endangered plants, and mussel surveys and Indiana bat assessments. As Project Manager, Marcy provided oversight and management of all data, reporting and field crews.

Village of Mount Prospect NPDES Permit Program Compliance, Illinois. Cardno was hired by the Village of Mount Prospect, Illinois, to prepare the Village's Storm Water Management Program, Public Work's Storm Water Pollution Prevention Plan, and annual reports for submittal to the Illinois Environmental Protection Agency (IEPA) for compliance with NPDES Municipal Separate Storm Sewer System (MS4) permit requirements. Cardno designed best management practices with measurable goals; provided educational materials and resources; conducted employee training; performed water quality sampling, outfall and detention basin inventories; designed an illicit discharge, detection and elimination screening and tracing program; and represented the client during IEPA audits for compliance with NPDES MS4 permit requirements. We also prepared the Pollution Prevention Plan; Operational and Maintenance Plan; Capacity, Management, Operations, and Maintenance Plan; and conducted site inspections for compliance with NPDES Combined Sewer Overflow (CSO) permit requirements. As project manager, Marcy oversaw all aspects of the project.

Village of Deerfield NPDES Permit Program Compliance, Illinois. Cardno was hired by the Village of Deerfield, Illinois, to prepare the Village's Storm Water Management Program, Public Work's Storm Water Pollution Prevention Plan and annual reports for submittal to the Illinois Environmental Protection Agency (IEPA) for compliance with NPDES Municipal Separate Storm Sewer System (MS4) permit requirements. We designed best management practices with measurable goals; provided educational materials and resources; conducted employee training; performed water quality sampling, outfall, detention basin and streambank inventories; designed an illicit discharge, detection, and elimination screening and tracing program; and represented client during IEPA audits for compliance with NPDES MS4 permit requirements. As project manager, Marcy oversaw all aspects of the project.

Indian Creek Streambank Stabilization Project, Illinois. Cardno restored nearly 2,000 linear feet of eroding streambank along Indian Creek in Lake County, Illinois. Cardno completed channel surveys of this entire reach and developed a streambank stabilization design using bioengineering techniques to reduce the sediment load from the banks and upland areas to the creek. Cardno worked with the client to complete all the necessary permitting and provided construction services to install stream energy dissipation structures and integrated bank treatments, including rootwad composites, cross-vanes, and single arm vanes. As project manager, Marcy oversaw all aspects of the project, from the initial grant application process through construction.

Professional History

NPDES Municipal Separate Storm Sewer (MS4) and Combined Sewer Overflow (CSO) Permit Compliance – Various Communities, Lake/Cook County, Illinois

Prior to joining Cardno, Marcy represented nineteen (19) MS4 and CSO permittees with NPDES Permit compliance. This included preparing Storm Water Management Programs and Annual Reports for submittal to the IEPA. Marcy assisted with best management practices measurable goals, provided educational materials and resources; conducted employee training; coordinated water quality sampling, outfall and detention basin inventories, streambank inspections, GIS mapping; tracked measureable goals; attended IEPA audits; and presented to the governing board on the status of compliance with their Storm Water Management Program. Marcy prepared Pollution Prevention Plans; Operational and Maintenance Plans; and Capacity, Management, Operations, and Maintenance (CMOM) Plans for compliance with NPDES CSO Permit requirements.



Environmental Consultant – Richard D. Crosby Primary School, Harvard Community Unit School District 50 – Harvard, Illinois

Prior to joining Cardno, Marcy served as the Environmental Consultant for the planning, design, and construction of a new school, including off-site roadway improvements and utility extensions. The site was identified as being within the potential travel path of the Blanding's Turtle, an Illinois listed endangered species. Marcy developed an awareness campaign and turtle encounter procedures that were implemented prior to starting construction.

Environmental Lead – Des Plaines River Trail Connection, Deerfield Road Phase I – Riverwoods, Illinois

Prior to joining Cardno, Marcy served as the Environmental Lead for this project which consisted of designing approximately 1.4 miles of off-road path along Deerfield Road. The proposed path was located within a corridor identified on the Northeastern Illinois Regional Greenways and Trails Plan as part of the Primary Regional Trail System, and was to be part of the greenway connection between Ryerson Woods Forest Preserve and the Chicago River. The path was located on Lake County Division of Transportation right-of-way. Marcy was responsible for preparing all environmental documentation, evaluating potential environmental impacts and ensuring compliance with applicable state controls.

Environmental Lead – Glencoe Bike Trail – Phase I NEPA Documentation – Glencoe, Illinois

Prior to joining Cardno, Marcy served as the Environmental Lead on the Glencoe Bike Trail Phase I Project and was responsible for preparing all environmental documentation and the NEPA documentation for Group II Categorical Exclusions and Design Approval to evaluate potential environmental impacts and ensure compliance with applicable state controls. Potential impacts included floodplain encroachment, wetlands, endangered & threatened species, and archeological and historical preservation.

Environmental Consultant – Pauduit World Headquarters Campus – Tinley Park, Illinois

Prior to joining Cardno, Marcy served as the Environmental Consultant for the Pauduit World Headquarters Development located in Tinley Park. This project involved three buildings, two naturalized detention basins, internal roads, parking lots with bioswale islands, and 15.7 acres of compensatory storage open space. LEED Gold Certification was pursued, with green design elements including a roof garden, rainwater harvesting system, creation of wetlands for storm water infiltration, pervious surfaces and bio-swales. Marcy was responsible for soil erosion and sediment control design, permit coordination with the USACE and IEPA; and also overseeing NPDES compliance at the site.

Environmental Consultant – Willow Park, Northfield Park District – Illinois

Prior to joining Cardno, Marcy served as the Environmental Consultant for the project, which included a new 40' x 80' storage building, pedestrian pathway, educational signs, river overlook area, soccer fields, baseball diamonds and bocce ball courts. The project was designed to improve river water quality and enhance the natural environment through wetland restoration, native bio-swales, permeable pavers and 160 linear feet of vegetative bank stabilization on the River. Marcy worked with Lake County Stormwater Management Commission to secure funding for the project through the IEPA 319 Grant Program.

Sylvan Lake Streambank Stabilization – Fremont Township, Illinois

Prior to joining Cardno, Marcy assisted the Sylvan Lake Improvement Association (SLIA) and Fremont Township Highway Department with restoration of six locations within the Sylvan Lake Area in Fremont Township, Lake County. The project consisted of installing three storm water treatment structures, stabilization of 150 lineal feet of a steeply sloping drainage ditch with five rock check dams, 200 lineal feet of bank stabilization, and conversion of 100 lineal feet of drainage ditch into a bio-swale. Marcy coordinated all aspects of the project including plans and specifications, wetland delineation, EOPC,



bidding documents, bid review and recommendation. Almost all of the restoration work had to be done by hand as the areas to be restored were highly sensitive natural areas. Marcy secured permits from the USACE and Lake County Planning, Building and Development Department. This project was partially funded by a Section 319 Grant from the IEPA, which Marcy coordinated.

Environmental Consultant – Bannockburn Village Hall BMP Project

Prior to joining Cardno, Marcy served as the Environmental Consultant on the project team, which assisted the Village in designing plans for and receiving an IEPA 319 Grant in the amount of \$52,000. The project included a variety of Best Management Practices to improve water quality and reduce the volume and rate of storm water discharging off the Village Hall property. Improvements consisted of stabilization of 500 linear feet of existing unvegetated drainage swales, constructing permanent rock check dams to slow flow in the swales, wetland restoration in areas with bare soil and creation of two rain gardens. The addition of rain gardens, wetlands, bioswales and check dams were designed to reduce flood damage by reducing the quantity and velocity of storm water leaving the site. Elements of design included specifications for site preparation, construction, drainage, planting, maintenance, and monitoring.

Environmental Consultant – Our Lady of Perpetual Help Parish, – Glenview, Illinois

Prior to joining Cardno, Marcy served as the Environmental Consultant on the project team, which designed ten rain gardens and three acres native prairie restoration. Elements of design included specifications for site preparation, construction, drainage, planting, maintenance, and monitoring. Marcy assisted with securing funding for the project through the Illinois Department of Natural Resources Conservation 2000 Grant Program.

Rain Gardens of Deer Park – Deer Park, Illinois

Prior to joining Cardno, Marcy assisted the project team in an effort to cure a long-time roadside drainage problem in an existing neighborhood by developing the Rain Gardens of Deer Park. The project utilized rain gardens as a method of capturing, containing, cleaning, infiltrating, and transporting the balance of area drainage. In this case, the cleaning was particularly important due to the road surface source of much of the flow, and the sensitivity of the receiving watershed. This project received funding through the Lake County Stormwater Management Commission.

Environmental Consultant – Waukegan Sports Park – Waukegan, Illinois

Prior to joining Cardno, Marcy was the Environmental Consultant for a new community sports park on an existing 140-acre golf course in Waukegan, Illinois. Site design included 16.5 acres of native plantings, bioswales and rain gardens to provide additional beauty and water quality treatment. Due to the presence of regulated wetlands and regulatory floodplains, the storm water detention facilities were designed to meet the special regulations by ACOE, the IDNR, and Lake County Stormwater Management Commission. Furthermore, due to the proximity of the Waukegan Regional Airport, the detention facilities were designed within specific drawdown time. This project received the Lake County Stormwater Management Commission's 2011 Best Management Project/Development Project of the Year Award.

Environmental Consultant – Fairview Village – Downers Grove, Illinois

Prior to joining Cardno, Marcy served as the Environmental Consultant on the Fairview Village Redevelopment Project, which consisted of additional housing structures, pavement construction, installation of utilities, detention facility, floodplain compensation excavation, soil/sediment erosion control measures and on-site wetland mitigation. Marcy was responsible for performing the wetland delineation, endangered and threatened species consultation, wetland permitting (federal and state), on-site wetland mitigation design, and agency coordination.



Environmental Lead – Washington Street Reconstruction – Phase I NEPA Documentation, Glenview, Illinois

Prior to joining Cardno, Marcy served as the Environmental Lead on the Washington Street Reconstruction Phase I project in Glenview, IL. Marcy was responsible for preparing all environmental documentation and the NEPA documentation for Group II Categorical Exclusions and Design Approval to evaluate potential environmental impacts and ensure compliance with applicable state controls.

Washington St. CMAQ Traffic Signal Modernization – Phase I NEPA Documentation, Waukegan, Illinois

Prior to joining Cardno, Marcy assisted the project team on the traffic signal modernization and fiber optic communication system project for the City of Waukegan. Marcy was responsible for preparing all environmental documentation and the NEPA documentation for Group II Categorical Exclusions and Design Approval to evaluate potential environmental impacts and ensure compliance with applicable state controls.

Environmental Lead – Touhy-Crawford Business District Beautification – Phase I NEPA Documentation, Lincolnwood, Illinois

Prior to joining Cardno, Marcy served as the Environmental Lead on the Touhy-Crawford Business District Beautification Project in Lincolnwood, IL. Marcy was responsible for preparing all environmental documentation and the NEPA documentation for Group II Categorical Exclusions and Design Approval to evaluate potential environmental impacts and ensure compliance with applicable state controls.

Environmental Lead – Grass Lake Road Multi-Use Bicycle/Pedestrian Underpass Phase I NEPA Documentation – Village of Lindenhurst, Illinois

Prior to joining Cardno, Marcy served as the Environmental Lead on the Grass Lake Road Multi-Use Bicycle/Pedestrian Underpass Phase I NEPA documentation in Lindenhurst IL. Marcy was responsible for preparing all environmental documentation and the NEPA documentation for Group II Categorical Exclusions and Design Approval to evaluate potential environmental impacts and ensure compliance with applicable state controls.

Environmental Lead – Abandoned UP ROW Bike Trail Phase I NEPA documentation – Village of Lincolnwood, Illinois

Prior to joining Cardno, Marcy served as the Environmental Lead on the Abandoned UP ROW Bike Trail Phase I NEPA documentation in Lincolnwood, IL. Marcy was responsible for preparing all environmental documentation and the NEPA documentation for Group II Categorical Exclusions and Design Approval to evaluate potential environmental impacts and ensure compliance with applicable state controls.

Affiliations

- > American Planning Association
- > Buffalo Creek Clean Water Partnership, Watershed Coordinator
- > Chicago Wilderness Corporate Council
- > Illinois Association of Environmental Professionals
- > Illinois Environmental Protection Agency, Green Infrastructure Steering Committee
- > International Erosion Control Association
- > Lake County Municipal Advisory Committee, Vice Chair
- > Lake County Technical Advisory Committee
- > Society of Wetland Scientists



Certifications

- > AICP Certified Planner, American Institute of Certified Planners, 2006
- > LEED Accredited Professional; U.S. Green Building Council, 2002
- > Envision Sustainability Professional, Institute for Sustainable Infrastructure, 2014
- > Certified Professional in Erosion and Sediment Control; International Erosion Control Association, 2007
- > Certified Wetland Specialist #CWS 003; Lake County Stormwater Management Commission, 2002
- > Designated Erosion Control Inspector; Lake County Stormwater Management Commission, 2007

Publications

Green Infrastructure in Local Communities, IL STMA Magazine, April 2010



Pheasant Branch Creek Stabilization – Park Street to Parmenter Street



Client:
City of Middleton, Wisconsin

Location:
Middleton, Dane County,
Wisconsin

Sector:
Environmental

**Start and completion
dates:**
2010- 2012

**Project Manager or
Principal-in-Charge:**
Aaron Steber

Key Services:

- > Bioengineering
- > Construction Observation
- > Design Services
- > Engineering
- > Grants
- > Native Planting/Seeding
- > Permitting
- > Restoration

Cardno, Inc.
www.cardno.com

Cardno used ecologically-sensitive techniques to stabilize eroding streambank.

Overview

Increased stormwater inputs into Pheasant Branch Creek had caused eroding streambanks and steep slopes. Cardno was hired by the City of Middleton, Wisconsin, to stabilize nearly 1,500 linear feet of streambanks and slopes using ecologically-sensitive techniques to mitigate the erosion. To reduce the sediment load in the creek, Cardno designed and installed stream energy dissipation structures and integrated bank treatments, including rootwad and toewood composites, cross-vanes, and single arm vanes. These methods stabilized the banks while providing improved habitat for the insects, amphibians, reptiles, and fish found within the creek and riparian corridor.

In addition, we re-graded the steep slopes above the installed toe protection and replanted the area with grasses and forbs native to south-central Wisconsin. Sediment is listed as the primary water pollutant under Pheasant Branch Creek's Clean Water Act Section 303(d) and Nonpoint source (NPS) pollution rankings.



Skokie River Woods Wetland



Client:
City of Highland Park, Illinois -
Park District

Location:
Highland Park, Illinois

Sector:
Environmental

**Start and completion
dates:**
2009- 2011

**Project Manager or
Principal-in-Charge:**
Anthony St. Aubin

Key Services:

- > Construction
- > Design Services
- > Engineering
- > Exotic Control
- > Hydrological
- > Monitoring
- > Native Landscaping
- > Permitting
- > Restoration
- > Woodland
- > Woody Control

Cardno, Inc.
www.cardno.com

Cardno completed a wetland restoration design/build project for a municipal park district.

Overview

The project involved obtaining permitting and final performance approval from applicable regulatory agencies, excavation and disposal of fill materials from the floodplain, clearing of woody debris and invasive species, removal of a small dam, installation of a new water control structure, reintroduction of plant materials to wetland areas and follow up treatment of invasive species and monitoring of hydrology and overall vegetative cover for a period of five years.

Prior to our restoration work, the Skokie River Woods project area consisted of approximately 20.25 acres of degraded wetland (emergent marsh, remnant sedge meadow, and wet prairie) and disturbed oak woodland. The wetland area includes emergent marsh and wooded wetland. The wetland is a high quality aquatic resource based on the floristic quality assessment. The upland woods canopy is dominated by oak and hickory, but the understory is overgrown with non-native and invasive buckthorn and honeysuckle.

The purpose of the project was to improve overall ecological value of the site, located in the historic floodplain of the North Branch of the Chicago River, through wetland restoration, wetland enhancement, and restoration of a 50-foot wide upland buffer. Wetland restoration along the eastern property line of Skokie River Woods was accomplished through excavation of existing fills to expose historic hydric soils. The excavated areas were revegetated with a wet meadow mix, and the side slopes were planted with a mesic prairie mix.

Wetland restoration near the south end of Skokie River Woods was accomplished by removing the existing dam and installing a new adjustable water level control structure at the southernmost limits of hydric soils. Minor regrading around the old



dam or proposed water level control structure was also necessary in this area to address erosion. The restored wetland and surrounding woodland buffer were planted with appropriate native vegetation. Small areas of wetland restoration along drainage ways within Skokie River Woods were accomplished via minor regrading to address erosion and promote expanded wetland hydrology and then planted with wet meadow mix.



Indian Creek Streambank Stabilization



Client:
Vernon Township, Illinois

Location:
Buffalo Grove, Lake County,
Illinois

**Start and completion
dates:**
2013- 2014

**Project Manager or
Principal-in-Charge:**
Aaron Steber
Marcy Knysz

Key Services:

- > Bioengineering
- > Construction
- > Construction Observation
- > Consulting
- > Design Services
- > Engineering
- > Erosion-Shoreline
- > Lakes/Streams
- > Native Planting &
Seeding
- > Permitting
- > Restoration

Cardno used restoration techniques along a streambank corridor that reduced erosion and improved plant and animal habitat.

Overview

Cardno restored nearly 2,000 linear feet of eroding streambank along Indian Creek in Lake County, Illinois. Cardno completed channel surveys of this entire reach and developed a streambank stabilization design using bioengineering techniques to reduce the sediment load from the banks and upland areas to the creek. Cardno worked with the client to complete all the necessary permitting and provided construction services to install stream energy dissipation structures and integrated bank treatments, including rootwad composites, cross-vanes, and single arm vanes. These methods, along with bankfull bench grading, stabilized the banks while providing improved habitat for the insects, amphibians, reptiles, and fish found within the creek and riparian corridor. The native seed mix planted on these sites is full of northern Illinois native species that have deep extensive rooting systems. Once established, the dense roots of these native grasses and forbs will trap and hold bank material in place, further reducing erosion of bank sediments while increasing the biotic diversity of the riparian corridor.



St. Joseph Creek North Branch Streambank Stabilization Design/Build



Client:
Village of Downers Grove, Illinois

Location:
Downers Grove, DuPage
County, Illinois

Sector:
Environmental

**Start and completion
dates:**
2011- 2012

**Project Manager or
Principal-in-Charge:**
Mark Pranckus
Anthony St. Aubin

Key Services:

- > Assessment
- > Bioengineering
- > Construction
- > Design Services
- > Erosion-Shoreline
- > Permitting
- > Stream
- > Wetland Delineation

Cardno, Inc.
www.cardno.com

Cardno restored and stabilized shoreline of an urban stream using various bioengineering solutions.

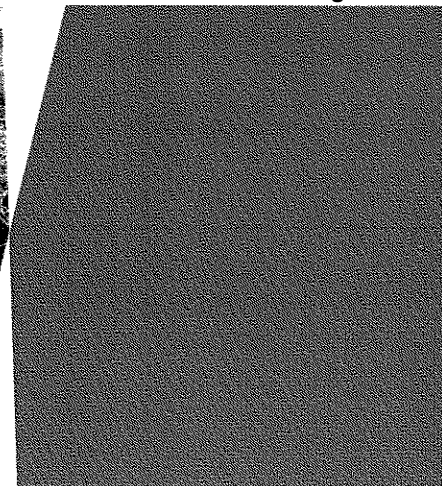
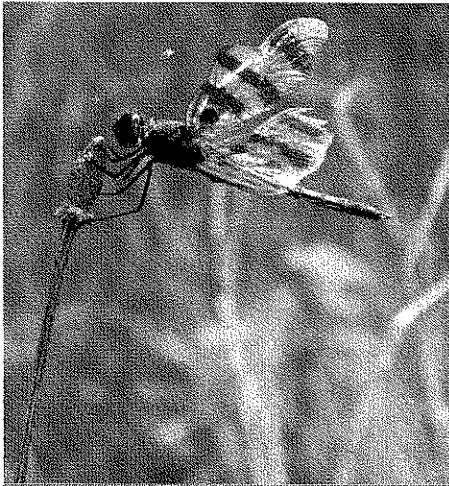
Overview

Cardno and their teaming partners Engineering Resource Associates (ERA) and Thornton Equipment were contracted by the Village of Downers Grove to complete a design/build project to stabilize approximately a combined 900 linear feet of streambank at three project sites. St. Joseph Creek North Branch is an urban stream through the Village of Downers Grove, Illinois. Like many urban streams, extensive development has occurred in the riparian area and floodplain of the creek resulting in a stream with flashy flows, eroding banks, and degraded habitat. Previous attempts to stabilize the banks using wooden timbers have begun to fail as their service life has come to an end.

Cardno conducted an initial site assessment and stream survey to collect data necessary for the design and permit applications. A design was completed with specific elements for each site; however, the overall design concept utilized biotechnical treatments to stabilize the stream bed and bank and provide increased stream function. Treatments included stream barbs, floodplain bench establishment, log vanes, rock cross vanes, and rootwad composites. At several locations within the project site where site limitations required a more structural stabilization technique, limestone block walls were used as an alternative to sheetpiling or other more traditional methods. In addition to the instream structures, native vegetation along the streambank was installed to provide enhance bank stabilization.

As part of the regulatory processes, Cardno completed a wetland delineation of the three project areas and applied for an erosion and sediment control permit through the local Soil and Water District. Cardno and ERA completed the municipal and

Project Number1006092.01_20120504



county floodway and floodplain permit applications. The design required hydrologic modeling to receive DuPage County approval. Cardno supported ERA's modeling effort to obtain the appropriate permit.

After permits were acquired, Cardno along with Thornton Equipment constructed the project. Cardno continues to be responsible for three years of post-construction vegetation maintenance at the sites and any required vegetation monitoring and reporting.

2015-2019 Capital Project Sheet

Project # **SW-069**

Project Description Green Streets/Sustainable Storm Water Program

Project summary, justification and alignment to Strategic Plan

It is the Village's ultimate goal is to provide a storm sewer connection within 200' of every property. For many properties, however, such an improvement is many years in the future, as additional detention storage or significant downstream storm sewer improvements are required. This program is a cost-effective and environmentally-responsible way to deal with nuisance drainage problems in areas with no drainage system, while helping the Village comply with the pollution-prevention/good housekeeping aspects of the federally-mandated NPDES requirements for MS4 communities. These improvements will likely include small diameter low-flow piping, on-site bio-retention facilities, rain gardens, etc. It is anticipated that the cost and long-term maintenance responsibilities associated with these improvements would be shared by the property owners, similar to the existing cost-share program.

Cost Summary	New	Maintenance	Replacement	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Future	TOTAL
									Years	
Professional Services				15,000	15,000	15,000	15,000	15,000		75,000
Land Acquisition										-
Infrastructure										-
Building										-
Machinery/Equipment										-
Other/Miscellaneous		X		50,000	50,000	50,000	50,000	50,000		250,000
TOTAL COST				65,000	65,000	65,000	65,000	65,000	-	325,000

Funding Source(s)	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Future Yrs	TOTAL
443-Stormwater Fund	65,000	65,000	65,000	65,000	65,000		325,000
							-
							-
							-
TOTAL FUNDING SOURCES	65,000	65,000	65,000	65,000	65,000	-	325,000

Project status and completed work
Ongoing program.

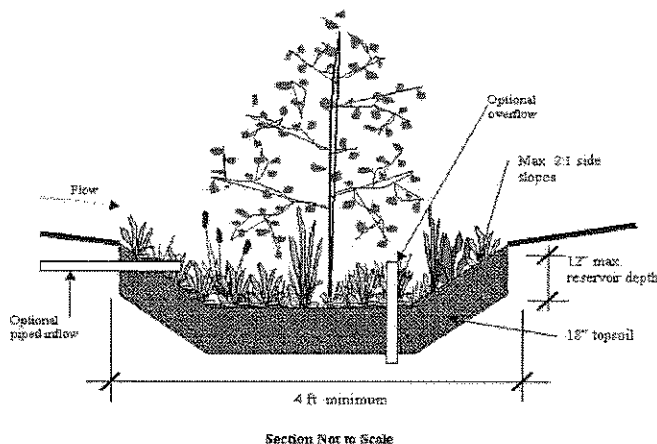
Grants (funded or applied for) related to the project.
Staff will continue to investigate grant opportunities.

Impact-annual operating expenses	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Future Yrs	TOTAL
Projected Operating Expense Impact:	750	750	750	750	750		3,750

Operating and maintenance costs unknown until design of each specific improvement is completed. It is estimated that impact will be minimal, as we plan to engage residents to assist with care and maintenance of plantings, etc. Maintenance of the pilot project will start in FY2014.

Map/Pictures of Project

Landscape Infiltration



Source: US Environmental Protection Agency

Priority Score **B**

Project Manager:

Andy Sikich

Program: **347**

Department:

Public Works