

VILLAGE OF DOWNERS GROVE
Report for the Village
8/7/2018

SUBJECT:	SUBMITTED BY:
Bid: Culvert Rehabilitation Design-Build	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for Culvert Rehabilitation Design-Build to Martam Construction, Inc. of Elgin, Illinois in the amount of \$774,420.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

This project will span both FY18 and FY19. This project is expected to cost about \$270,000 in FY18. The FY18 budget includes \$500,000 in the Stormwater Fund (Page 4-29, Line 21) for this project. Funds will be included in the FY19 budget for the remainder of the project.

RECOMMENDATION

UPDATE & RECOMMENDATION

This item was discussed at the July 17, 2018 Village Council meeting. Staff recommends approval on the August 7, 2018 consent agenda.

BACKGROUND

Staff identified severe deterioration of large, cross-road culvert pipes at three locations:

- Barneswood Drive west of Highland Avenue;
- Saratoga Avenue north of Black Oak Drive; and
- Springside Avenue north of Bolson Drive

Staff inspections identified extensive rusting/deterioration of corrugated metal pipes, pipe joint separation and deterioration of precast concrete pipes and exposed steel reinforcement, cracking, rotation and joint deterioration of concrete box culverts. Two of the culverts convey Lacey Creek and the third conveys Prentiss Creek. Failure of one of these culverts would likely result in significant upstream flooding.

On May 3, 2018, staff advertised a Design-Build RFP requesting proposals for:

- Full inspection of the culvert pipes, junctions/manholes and headwalls;
- Identification of any and all issues posing either an immediate and/or long-term threat to the structural integrity of the pipes, junction/manholes and headwalls;
- Report detailing findings along with the proposer's recommended improvements for rehabilitating/maintaining the pipes, junction/manholes and headwalls. The improvements shall achieve a forty to fifty year life span, including required maintenance;
- Design, permitting and construction of the proposed improvement selected by the Village

The Village received three responses to the Design-Build RFP. The recommended improvements varied significantly and included rehabilitation measures (concrete cloth lining, spray lining, cured-in-place pipe, and pipe insertion) and full replacement of the culvert pipes. The methods and costs proposed by Martam Construction, Inc. align most closely with the Village's project objectives and budget.

Martam Construction, Inc. and its designer, Engineering Resource Associates, provided design-build costs for both rehabilitation and full replacement of the culvert pipes. Based on their evaluation of the pipe conditions and the desired design life of the improvements they recommend complete removal and replacement. The contract amount requested by staff includes:

- Design, permitting, residential engineering services and the full replacement of the Barneswood Drive and Saratoga Avenue culverts; and
- Design, permitting and residential engineering services for the Springside Avenue culvert

The contract amount includes a 17% contingency for the construction and design fees, as well as a total of \$60,000 for resident engineering services to be authorized by staff if required. The construction related to the Springside culvert will be performed under a separate contract, which will be prepared after this section of the creek has been modeled.

Upon approval of this contract Martam Construction and its team will begin inspections and permitting. The permitting process will be extensive due to work taking place in mapped floodplain and floodway. It is anticipated that the design and permitting will occur in 2018 and construction in 2019. Staff expects to bid and construct the Springside Avenue culvert improvements in summer 2019.

Martam Construction, Inc. successfully performed the Washington Storm Sewer Improvements and Davis Street Storm Sewer Improvements in 2011 as well as similar scope projects for IDOT, Kane County Division of Transportation, DuPage County, City of Elgin and the City of Aurora. Staff recommends award of this contract to Martam Construction, Inc. based on their design-build team's proposal and their record of satisfactorily performing similar construction work.

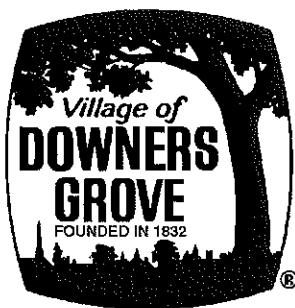
ATTACHMENTS

Contract Documents

Contractor's Evaluation 2011 – Washington St

Contractor's Evaluation 2011 – Davis St

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ORIGINAL

REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company:

Martam Construction, Inc

Project Name:

Culvert Rehabilitation Design Build

Proposal No.:

SW-070-18

Demandstar Bid No.:

RFP-0-29-2018/TT

Proposal Due:

Thursday, May 24, 2018 @ 10:00 A.M – Public Works

Pre-Proposal Conference:

Thursday, May 17, 2018 @ 10:00 A.M – Public Works
(OPTIONAL)**Required of All Proposers:**Deposit/Bid Bond: NoLetter of Capability of Acquiring Performance Bond: Yes**Required of Awarded Contractor:**Performance Bond/Letter of Credit: YesCertificate of Insurance: Yes

Date Issued:

Thursday, May 3, 2018This document consists of 52 pages.

Return **original** and an **electronic copy** (.pdf) of the Technical Proposal and an **original** of the Cost Proposal in **separate sealed envelopes** marked with the Proposal Number as noted above to:

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



www.downers.il.us

May 23, 2018

COMMUNITY RESPONSE
CENTER

630.434.CALL (2255)

CIVIC CENTER

801 Burlington Avenue

Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

FIRE DEPARTMENT

ADMINISTRATION

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

POLICE DEPARTMENT

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495

ADDENDUM -01

CULVERT REHABILITATION DESIGN BUILD

An addendum has been issued to change the due date to
Thursday, May 31, 2018, 10 a.m.

Theresa H. Tarka

VILLAGE OF DOWNERS GROVE

Purchasing

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

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. PROJECT SPECIFICATIONS
- V. PROPOSER'S RESPONSE TO RFP (DESIGN/BUILD SERVICES)
- VI. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original and an electronic copy in the form of a .pdf file of the Technical Proposal and an original of the Cost Proposal. Upon formal award of the proposal, this RFP document shall become the contract. The successful Proposer will receive a copy of the executed contract.

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I. REQUEST FOR PROPOSALS**1. QUALIFICATIONS**

1.1 The prospective Firms must have particular expertise in the design, permitting and construction of various types of culvert pipe rehabilitation/maintenance. Interested Firms must submit the following information as part of its Proposal. If sub-consultants/contractors are proposed, similar detailed information must be provided for each entity.

- Company Background
 - i. Number of years in business
 - ii. Officers of Company
 - iii. Annual Volume of Similar Work
 - iv. Current Capacity
 - v. Listing of existing suits, claims, or pending judgments
- Similar Project Experience
 - vi. Provide detailed information regarding similar projects performed by the submitting firm within the past five (5) years. Include client contact information for all projects.
- Proposed Project Team – identify team members along with qualifications that will be utilized for all aspects of phase two and phase three activities. The individuals proposed must be utilized unless an alternate is approved in writing by the Village.

1.2 Qualifications shall be succinct and directly relevant to the project as described below. Only those persons planned to be directly involved with this project should be listed as the proposed project team. Also, please identify the physical location of the project team members.

2. PROJECT INFORMATION

2.1 Statement of Needs:

The Village of Downers Grove (Village) is seeking technical and cost proposals from firms (Proposers) to provide Design/Build Services for rehabilitation/maintenance of existing culvert pipes, storm pipes, junctions and headwalls.

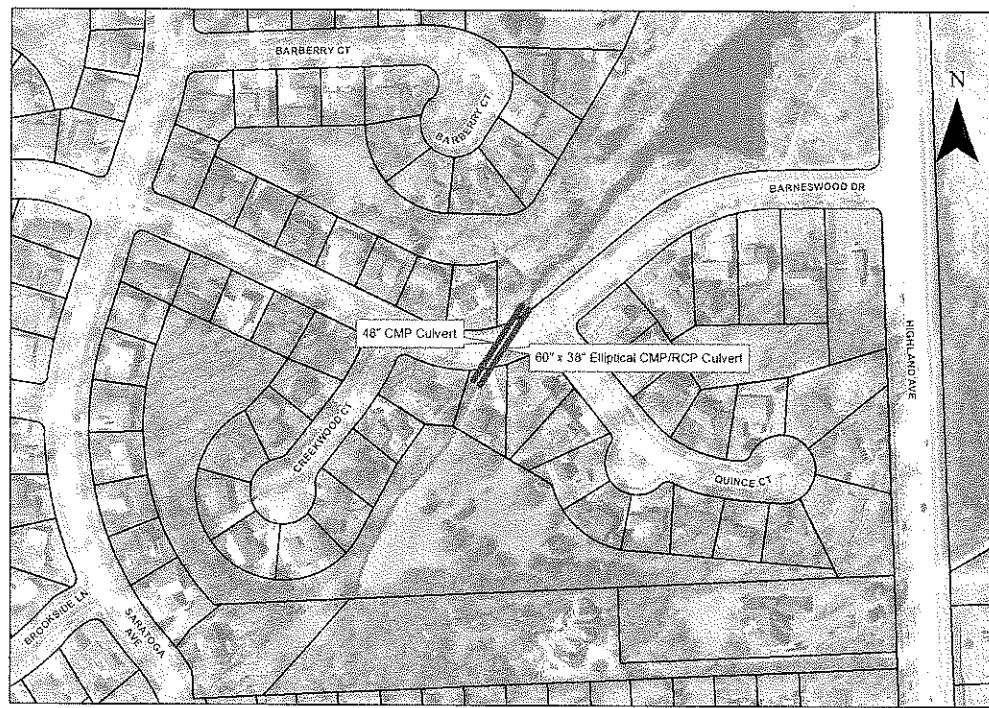
2.2 Project Description:

This work includes phase two and phase three design/construction relating to the rehabilitation/maintenance of existing culvert pipes, storm pipes, junctions and headwalls, shown below, within the limits of the Village of Downers Grove.

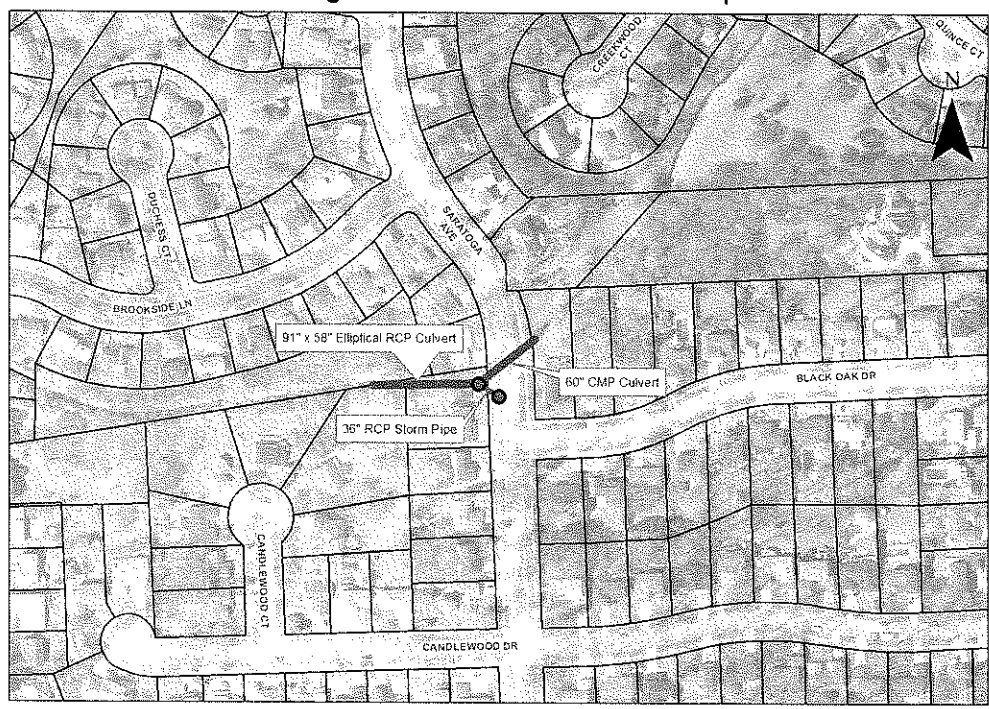
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2.2.1 Project Locations:

Barneswood Dr Culverts



Saratoga Ave Culverts & Storm Pipe



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Springside Ave Culverts



2.2.2 Anticipated Improvements:

Barneswood Dr Culvert

Stormwater is conveyed beneath Barneswood Dr by 48" CMP and a 60" x 38" (approximate dimensions) elliptical CMP/RCP culvert pipes. The culvert pipes have deteriorated along the bottom of the pipes.

Saratoga Ave Culvert

Stormwater is conveyed beneath Saratoga Ave by a 60" CMP culvert pipe, which converges with a 36" RCP storm sewer pipe at a manhole on the west side of Saratoga Ave. A 91" x 58" (approximate dimensions) elliptical RCP culvert pipe then conveys stormwater from both the 60" CMP and 36" RCP pipes west to an open channel. The 60" culvert pipe has deteriorated. The 91" x 58" RCP culvert pipe has shown signs of joint deterioration and separation.

Springside Ave Culvert

Stormwater is conveyed beneath Springside Ave by dual 8' x 6' RCP box culverts. The following issues have been observed: exposed steel reinforcement of center box culvert wall, cracking and rotation of headwalls, deteriorated joints between box culvert walls and connected storm sewer pipes.

As part of this contract, the Village will require the Proposer to first fully inspect the pipes, junctions/manholes and headwalls and identify any and all issues posing either an immediate and/or long-term threat to the structural integrity of said pipes,

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junction/manholes and headwalls. Following on-site inspection, the Proposer shall deliver a report to the Village detailing its findings and proposing improvements for rehabilitating/maintain the pipes, junction/manholes and headwalls. Improvements shall be geared toward achieving an estimated forty to fifty year life span, including required maintenance. The Proposer shall gather all required permits (on behalf of the Village) and construct the improvements. If more than one alternative is proposed by the Proposer, the Proposer shall permit and construct the alternative chosen by the Village. The improvements shall be constructed in 2018 unless stated otherwise in writing by the Village or as dictated by required permitting. Work included in this design-build contract shall include all work required to perform the work stated herein including, but not limited to:

- On-site inspection of existing conditions of pipes, junctions/manholes and headwalls
- Generation and delivery of report including:
 - Summary of findings from on-site inspection and all documentation generated with inspection, i.e. pictures, videos, notes, etc.
 - Design alternative(s) for rehabilitating/maintaining each pipe and structure at each location
 - Life expectancy of each design alternative(s)
 - Type, estimated cost and frequency of preventative maintenance recommended to extend life of design alternative(s)
- Coordination of all permits required (i.e. US Army Corps of Engineers, DuPage County, the Kane-DuPage Soil and Water Conservation District, Illinois Department of Natural Resources – Office of Water Resources, Village of Downers Grove, etc.), including final sign-off (if required), for the design alternative(s) and all work associated with obtaining permits, i.e. hydraulic/hydrologic calculations, stormwater pollution prevention plans, etc.
- Generation and delivery of construction plans, specifications (special provisions) and cost estimates for design alternatives at each location
- All aspects of construction of alternatives including, but not limited to: the improvements, preconstruction video, mobilization, traffic control, maintenance of traffic and detours, pedestrian traffic signage, dewatering of site, soil erosion and sediment control measures, establishment of temporary access points, removals, restoration of impacted curb and gutter, pavement, vegetation
- Generation and delivery of post-construction report including:
 - summary of work completed relative to final design
 - construction diary and notes
 - construction photos and videos

2.2.3 Base Lump Sum Cost and Contingency

Proposer shall provide a Base Lump Sum Cost for the proposed work, and shall include alternate pricing for any proposed design alternatives. Unit price costs for each proposed treatment shall be given, only to be used in the event that the amount

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

- 2.3 The Proposer's response to this RFP shall include two separate sealed envelopes as follows:
Sealed Envelope #1: Technical Proposal; **COST PROPOSAL NOT INCLUDED**
Sealed Envelope #2: Cost Proposal
- 2.4 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Thursday, May 24, 2018 – 10:00 A.M.**
- 2.5 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 2.6 Technical and Cost Proposals shall be sent to the Village of Downers Grove, ATTN: JIM TOCK, PE, in a separate sealed envelopes marked "SEALED TECHNICAL PROPOSAL" and "SEALED COST PROPOSAL". The envelopes shall be marked with the name of the project, date, and time set for receipt of proposals.
- 2.6.1 Technical proposals shall include the following information:
- Proposed inspection process
 - Proposed design of improvements
 - Anticipated permits required
 - Proposed means and methods for construction
 - Proposed project schedule
- 2.6.2 Cost proposals shall include the following information:
- Proposed Lump Sum Cost, including separate costs for any design alternatives, and a 20% Contingency amount
 - Proposed schedule of values including sub-totals for design, permitting, construction and maintenance (if necessary)
 - Permit review fees shall be included for all necessary reviewing agencies
- 2.7 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 2.8 By submitting this proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.
- 2.9 Defined Terms:

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- 2.9.1 Village – the Village of Downers Grove acting through its officers or agents.
- 2.9.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Proposer’s completed proposal, bonds and all required certifications.
- 2.9.3 Proposal – this document completed by an individual or entity and submitted to the Village.
- 2.9.4 Proposer – the individual or entity that submits or intends to submit technical and cost proposals to the Village.
- 2.9.5 Contractor – the individual or entity whose proposal is selected by the Village and who enters into a contract with the Village.
- 2.9.6 Work – the construction or service defined herein.
- 2.9.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
- 2.9.8 Proposal Guaranty – the required proposal deposit.

3. PREPARATION OF PROPOSAL

- 3.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 3.2 The Proposer shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Proposal shall be a conclusive assurance and warranty that the Proposer has made these examinations and that the Proposer understands all requirements for the performance of the Work. If the Proposal is accepted, the Proposer will be responsible for all errors in the proposal resulting from his willful or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLFUL OR NEGLECTFUL FAILURE OF THE PROPOSER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLFUL OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THE CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Proposer, which might be discovered subsequent to award of a contract. The Proposer shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Proposer.

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- 3.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Proposer. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 3.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Proposer. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Proposer's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. 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.
- 3.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals or the pre-proposal conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to all proposers of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Proposers. Each Proposer, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Proposal therein. Failure to acknowledge any addenda may cause the Proposal to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Proposer's responsibility to obtain all addenda issued. Proposers will provide written acknowledgement of receipt of each addendum issued with the proposal submission.
- 3.6 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 3.7 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 3.8 The Proposer hereby affirms and states that the prices quoted within its written proposal shall constitute the total cost to the Village for all work involved in the respective items as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Proposer also affirms that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the

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Contract Documents considered severally and collectively.

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

4. PRE- PROPOSAL CONFERENCE

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

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

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

5. COST PROPOSAL SUBMISSION

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

6. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

7. PROPOSAL REJECTION

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

8. PROPOSER COMPETENCY

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

9. PROPOSER DISQUALIFICATION

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

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

9.1.2 Evidence of collusion among Proposers.

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

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

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

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

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

9.1.8 Failure to submit a signed Proposer's Certificate stating the following:

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

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

9.1.8.3 The Proposer will maintain the types and levels of insurance required by the terms of this Contract; and

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

10. BASIS OF AWARD

- 10.1 The Village reserves the exclusive right to accept or reject any and all proposals or to waive

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sections, technicalities and irregularities, or to accept or reject any Proposal or any item of any Proposal.

11. AWARD OF CONTRACT

- 11.1 Unless the Village exercises its right to reject all proposals, the Contract will be awarded to that responsible Proposer whose Proposal, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)
- 11.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of proposals, a Proposer may file a written request with the Village for the withdrawal of its Proposal. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Proposer from further obligation by return of the Proposer's bid deposit. Any attempt or actual withdrawal or cancellation of a Proposal by the awarded contractor who has been notified by the Village of the acceptance of said Proposal shall be considered a breach of contract.

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 Failure on the part of the successful Proposer to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for breach of contract.
- 12.2 The Proposer shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in the Proposal. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Proposer shall then forfeit the proposal security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.
- 12.3 By submitting a Proposal, the Proposer understands and agrees that, if his proposal is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. SECURITY FOR PERFORMANCE

- 13.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's proposal by the Village, shall furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the construction cost portion of the Proposal. Said bonds shall guarantee the Proposer's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision that will guarantee faithful performance of the Illinois Prevailing Wage Act, 820

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ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

14. DELIVERY

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

15. TAX EXEMPTION

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

16. RESERVED RIGHTS

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

17. CATALOGS AND SHOP DRAWINGS

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

18. TRADE NAMES AND SUBSTITUTIONS

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

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II. TERMS AND CONDITIONS**1. VILLAGE ORDINANCES**

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

2. USE OF VILLAGE'S NAME

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

3. HOURS OF WORK

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

4. PERMITS AND LICENSES

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

5. INSPECTION

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

6. DELIVERIES

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

7. SPECIAL HANDLING

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

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8. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

9. NONDISCRIMINATION

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

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

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

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

10. SEXUAL HARASSMENT POLICY

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

10.1.1 Notes the illegality of sexual harassment;

10.1.2 Sets forth the State law definition of sexual harassment;

10.1.3 Describes sexual harassment utilizing examples;

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY

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

- 11.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 11.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 11.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 11.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

12. DRUG FREE WORK PLACE

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

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

13. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

14. PREVAILING WAGE ACT

- 14.1 If applicable, Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.
- 14.2 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.
- 14.3 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.

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- 14.4 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.
- 14.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 14.6 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.
- 15. PATRIOT ACT COMPLIANCE**
- 15.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.
- 16. INSURANCE REQUIREMENTS**
- 16.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of

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liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

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

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

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

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

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secret information or an infringement of any patent or copyright.

18. COMPLIANCE WITH OSHA STANDARDS

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

19. CERCLA INDEMNIFICATION

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

20. BUY AMERICA

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

21. CAMPAIGN DISCLOSURE

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

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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.

22. SUBLETTING OF CONTRACT

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

23. TERM OF CONTRACT

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

24. TERMINATION OF CONTRACT

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

25. BILLING & PAYMENT PROCEDURES

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

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- 25.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 25.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 25.4 Please send all invoices to the attention of Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515.

26. RELATIONSHIP BETWEEN THE CONTRACTOR AND THE VILLAGE

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

27. STANDARD OF CARE

- 27.1. Services performed by Contractor under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 27.2 If the Contractor fails to meet the foregoing standard, Contractor will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Contractor's failure to comply with the above standard and reported to Contractor within one (1) year from the completion of Contractor's services for the Project.

28. GOVERNING LAW

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

29. SUCCESSORS AND ASSIGNS

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

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30. WAIVER OF CONTRACT BREACH

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

31. AMENDMENT

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

32. CHANGE ORDERS

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

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

33. SEVERABILITY OF INVALID PROVISIONS

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

34. NOTICE

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

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

and to the Proposer as designated in the Contract Form.

35. COOPERATION WITH FOIA COMPLIANCE

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

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36. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

36.1 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.

37. GUARANTEE PERIOD

37.1 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 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.

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III. PROJECT SPECIFICATIONS**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, Seventh Edition, 2014 (the Water & Sewer Specs.); and

1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, April 1, 2016; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, April 1, 2016 and January 1, 2017; and

1.1.3 Standard Detail Drawings, Village of Downers Grove, Illinois revised March, 2015.

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. FINAL DESIGN AND COOPERATION OF CONTRACTOR

2.1 The Contractor shall be solely liable for the final design of the project. The Contractor shall submit final design plans with any approved design changes for review by the Village.

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

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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- 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
- 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the Work specified in this Contract.
 - 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.
 - 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
 - 3.1.1.4 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

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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.

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

No natural event will be considered cataclysmic.

4. **Reserved.**

5. **Reserved.**

6. PROSECUTION AND PROGRESS

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

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

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

7. MEASUREMENT AND PAYMENT

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

7.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)

7.1.2 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

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

8. GENERAL CONSTRUCTION REQUIREMENTS

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

9. CONSTRUCTION STAKING AND RECORD DRAWINGS

- 9.1 Section 5-7 of the Water and Sewer Specs shall be replaced in its entirety by the following:
- 9.1.1 The Contractor shall furnish and place all construction layout stakes for this project. Competent personnel with suitable equipment shall conduct this work, supervised by a licensed Illinois Land Surveyor. The Contractor shall be responsible for having the finished work conform substantially to the lines, grades, elevations and dimensions shown on the plans.
- 9.1.2 The Contractor shall provide adequate control points to construct the individual Project elements, and shall provide the Engineer with adequate control in close proximity to check the compliance of the elements constructed.
- 9.1.3 The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Village at the completion of the Project. All notes shall be neat, orderly and in an accepted format.
- 9.1.4 Prior to final payment and within 28 calendar days of substantial completion, as determined in section III.4.1.1, the Contractor shall provide the Village with record drawings showing the elevations of all constructed storm and sanitary sewer

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manholes, catch basins, inlets, clean-outs, and any other structures defined by the Engineer as part of the project, including all rim elevations, and invert elevations of all pipes. Rim elevation of all curb structures shall be taken at the flowline of the gutter. Significant changes to the design plans shall also be depicted. Red-lined plans or electronically-generated as-built plans are acceptable. Digital copies of as-built drawings must also be provided (TIF files or approved equal), along with two full-sized paper copies. All work related to generating the as-built drawings shall be supervised by a licensed Illinois Land Surveyor.

10. PRECONSTRUCTION VIDEO

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

11. ACCESS AND WATER SHUT-OFF NOTIFICATION

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

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

12. TREE PROTECTION

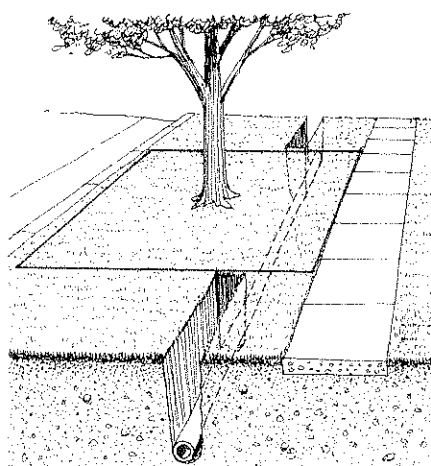
12.1 Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester 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.

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

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

Parkway Tree diameter at 4.5'	Width street to property (min. curb to sidewalk)	Length along street (minimum)	Depth
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



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

12.5 For projects that involve excavations of one (1) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roadway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.

12.6 Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the

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tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

- 12.7 To avoid damage to the CRZ, utilities must be augered underneath the public parkway trees. Excavation pits for augering equipment are to be outside the fenced area and are to be shown on the project plan sheets. Excavation pits for roundway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.
- 12.8 In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.
- 12.9 In addition to fines and citations that may be assessed for violations of any Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the contractor may be subject to the following provisions:
- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
 - costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
 - fines of \$500 for the 1st offense; \$1,000 for the 2nd offense; \$2,500 for the 3rd and subsequent offenses.
 - each day during which a violation continues shall be construed as a separate and distinct offense.
- 12.10 The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council 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.

13. EROSION AND SEDIMENTATION CONTROL

- 13.1 Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction

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activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing erosion and sedimentation control systems as agreed upon by the Village and Contractor and in compliance with applicable permit regulations. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the SSRBC, except as amended herein.

- 13.2 All erosion and sedimentation control measures shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.
- 13.3 The Contractor is responsible for all compliance with the General NPDES Permit (No. ILR10) for Storm Water Discharges from Construction Site Activities. This shall include, but not be limited to, preparation and submittal of all required forms such as the NOI, ION, NOT, SWPPP, etc. The Contractor is responsible for performing all soil erosion and sediment control inspections, maintaining inspections, reports, logs, etc. and for keeping an up to date SWPPP on site at all times.

14. TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

- 14.1 This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.
- 14.2 No waiving of these requirements will be allowed without prior written approval of the Engineer.
- 14.3 The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that the work zone in question is properly signed, barricaded and otherwise marked.
- 14.4 The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by **one sandbag per each barricade**. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by **eight sandbags per each barricade**.

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- 14.5 The Contractor shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.
- 14.6 In the event that one direction of vehicular travel must be closed, the Contractor has the option of setting up a detour route or using flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and lane closures, and shall issue written authorization prior to closure.
- 14.7 In the event that both directions of vehicular travel must be closed, the Contractor shall set up a detour route to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure.
- 14.8 The Contractor shall maintain his operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given work day, the Contractor shall provide steel plates at street intersections and driveways. Prior to the end of a given work day, the pavement surface shall be temporarily restored.
No open excavation may be left overnight or on the weekend without the express written permission of the Engineer.
- 14.9 No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday night at 4:30PM to Monday morning at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.
- 14.10 As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.
- 14.11 The Contractor shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.

15. STREET SWEEPING AND DUST CONTROL

- 15.1 All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the project. Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by approved mechanical sweeping equipment.
- 15.2 Whenever directed by the Engineer, the Contractor shall mechanically sweep the pavement

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adjacent to the work site.

SPECIAL PROVISIONS

If required for construction of the improvement chosen by the Village, the following Special Provisions shall modify, supersede, or supplement the Standard Specifications referred to in General Provisions. Any deviation from these Special Provisions requires notification to, and ultimate approval by, the Village. The Proposer shall provide its own special provisions for its proposed design and construction of the improvements to meet the Village's objectives of the improvements identified herein, which shall be reviewed by the Village prior to commencement.

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

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

CLEARING, TREE AND HEDGE REMOVAL

Description: This work shall consist of the removal and disposal of all obstructions encountered during the construction of these improvements. Clearing shall consist of the removal and disposal of all obstructions such as fences, walls, accumulations of rubbish of whatever nature and all logs, shrubs, brush, grass, weeds, other vegetation and stumps of diameter less than 6 inches. Tree removal shall consist of the cutting, grubbing, removal and disposal of all trees and stumps as hereinafter defined. Hedge removal shall consist of the pulling or grubbing, removal and disposal of all hedge trees or bushes, as hereinafter defined.

A tree shall be defined as a woody, perennial plant having a single main stem or trunk, the diameter of which is 6 inches or more at a point 4 1/2 feet (diameter breast height) above the highest ground level at the tree. Trees with a diameter less than 6 inches will be considered as shrubs. A hedge shall be defined as trees or bushes planted for fence or windbreak purposes in rows containing 20 or more trees or bushes per 100 linear feet. Rows containing less than 20 trees or bushes per 100 linear feet, and scattered hedge trees or bushes will not be considered as hedge but as trees or shrubs, in accordance with the diameter measurements herein specified.

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All trees, stumps, shrubs and bushes designated for removal shall be removed to a depth of not less than 12 inches below the elevation of the sub-grade, the finished earth surface or the ground line. All trees and shrubs designated to be saved shall be protected during clearing and subsequent construction operations. Overhanging limbs shall be trimmed or cut off to provide a minimum vertical clearance of 7 feet from the finished surface. This shall be considered as clearing. In the event that the Contractor damages any tree or shrub designated to be saved, such plants shall immediately be repaired or replaced as directed by the Engineer in accordance with standard horticultural practice for such work, at the Contractor's expense. Hedge shall not be cut off at the ground level, but shall be pulled or grubbed in such a manner as to ensure complete removal. Scattered hedge trees or shrubs not classified as hedge shall be removed as specified for hedge. No trees, shrubs, bushes, hedges, etc. shall be pruned or removed without the consent of the Engineer.

ROOT PRUNING

Description: This work shall consist of root pruning of trees in areas as shown on the plans or as directed by the Engineer or Village Forester. Root pruning shall be performed by making sharp clean cuts on root ends to promote wound closure and root regeneration. Any waste material generated during root pruning shall be disposed of offsite by the Contractor in accordance with Article 202.03 of the SSRBC.

EARTH EXCAVATION AND PLACEMENT

Description: This work shall consist of earth excavation and onsite re-use of the material as approved by the Engineer. All work shall be performed in accordance with Section 202 of the SSRBC. All transportation, stockpiling and associated temporary erosion control measures, and replacement and compaction of suitable excavated materials shall be considered incidental. No additional compensation will be made to the Contractor should the Contractor choose to import fill for site grading in lieu of transporting site excavated material to embankment locations. All stockpile locations shall be outside the limits of the floodplain and approved by the Engineer.

EARTH EXCAVATION AND DISPOSAL

Description: This work shall consist of earth excavation and offsite disposal of excess material. All work shall be performed in accordance with Section 202 of the SSRBC. All transportation, stockpiling, temporary erosion control measures, and offsite disposal of all excess materials shall be considered incidental. No additional compensation will be made to the Contractor for the disposal of any unsuitable material or material classified as non-hazardous special waste. All testing required for classification and disposal of material shall be the responsibility of the contractor. All stockpile locations shall be outside the limits of the floodplain and approved by the Engineer.

TOPSOIL EXCAVATION AND PLACEMENT

Description: This work shall consist of topsoil excavation and onsite re-use of the material as approved by the Engineer. Topsoil shall be placed to a minimum thickness of 6-inches in turf locations and 12-inches in naturalized areas and all work shall be performed in accordance with Section 211 of the SSRBC. All transportation, stockpiling, associated temporary erosion control measures and replacement of topsoil materials shall be considered incidental. No additional compensation will be made to the Contractor should the Contractor choose to export topsoil or import topsoil material in lieu of transporting site excavated topsoil material to embankment locations. All stockpile locations shall be outside the limits of the floodplain and approved by the

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Engineer.

EXPLORATION TRENCH, SPECIAL

Description: This item shall consist of excavating an area for the purpose of locating existing utilities within the construction limits of the proposed improvement. This work shall be performed in locations as directed by the Engineer. The exploration trench shall be excavated to the length, width and depth as directed by the Engineer.

After the excavation has been inspected, it shall be backfilled as directed by the Engineer. If it is located in a paved area (existing or proposed), the excavation shall be backfilled with Trench Backfill as specified herein. Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess or waste material shall be disposed of offsite by the Contractor in accordance with Article 202.03 of the SSRBC.

SOD RESTORATION

Description: This item shall be done in accordance with the applicable portions of Sec. 252 of the Standard Specifications and the following provisions.

As contract work progresses through the Village, parkway restoration work shall commence in a timely manner in areas where permanent placement of new curb and gutter, driveways, sidewalks, etc., has been completed. Under no circumstances shall the Contractor prolong final grading, shaping and sod placement so that the entire project can be permanently restored at the same time.

This work shall consist of the excavation, topsoiling and sodding from a minimum of one and one-half (1-1/2) feet to a maximum of three (3) feet behind or adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on areas disturbed by storm sewer or culvert construction.

All topsoil to be used for parkway restoration shall be obtained from outside the limits of this improvement, transported to the site and placed at required locations to a minimum depth of 6". All materials shall meet the requirements of Art. 1081.05 of the Standard Specifications. All placement of topsoil shall meet the requirements of Sec. 211 of the Standard Specifications.

All sod shall be salt tolerant meeting the requirements of Art. 1081.03 of the Standard Specifications. All placement of sod shall meet the requirements of Sec. 252 of the Standard Specifications.

For that period prior to full parkway restoration, the Contractor shall backfill and grade all disturbed areas so as to insure the safety of the general public. Parkways shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free.

INLET AND PIPE PROTECTION

Description: This work shall be in accordance with Section 280 of the Standard Specifications except as modified herein.

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The Inlet Protector shall be a reinforced sediment bag with a frame that is inserted between the existing frame and grate. The Inlet Protector shall have an overflow feature to prevent ponding during heavy storms.

Inlet protectors, as described above, shall be used unless there is an unusual structure or circumstance which prevents the baskets from being properly installed.

Cleaning and/or replacement of the Inlet Protector shall be done at the discretion of the Engineer.

PCC SIDEWALK REMOVE AND REPLACE

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

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

Placement of sidewalk shall include the following:

- a) Any necessary excavation, clearing, and proper disposal of excavated materials, removal and disposal of all obstructions such as fences, walls, foundations and buildings;
- b) The placement and compaction of four inches (4") of Subbase Granular material, Type B, CA 6 with the methods and with materials in accordance with Section 311 and of Article 1004.04 of the SSRBC;
- c) The set up of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50).
- c) The placement of five inch (5") thick, Class SI Portland Cement Concrete, 5.65 cwt/cy mix, with 5-8% air entrainment, 2"-4" slump, and six inch (6") thickness through or in residential driveways or where subject to vehicular traffic, to the width specified on the plans or as directed by the Engineer;
- d) The tooling of contraction joints, three-quarter inch (3/4") radius and one inch (1") deep, five feet (5') on center;
- f) The placement of one half inch (1/2") thick pre-molded expansion joints at 50 foot intervals on center, or abutting existing concrete sidewalk, or at the end of a pour;
- g) The adjustment to proper grade of all utility structures encountered;
- h) For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of five feet (5') beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.
- i) The replacement of all traffic control devices or parking meters removed;
- j) The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the SSRBC, (Type III membrane curing compound

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- white pigmented);
- k) The complete restoration of abutting asphalt driveways damaged as a result of installation, or where new sidewalk surface is more than one half inch (1/2") higher or lower than the original grade of the asphalt drive. Restoration shall consist of a minimum of one foot either side of the sidewalk; with a minimum of three inch (3") thick Hot-Mix Asphalt Surface, Mixture D, N50 (IL 9.5) surface course; and restoration of gravel drives with similar HMA restoration.
 - l) Installation of ADA compliant ramps for curbed and non-curbed streets.

When sidewalks are closed to pedestrians a minimum of two barricades (one on either side of the work zone) shall be used.

STRUCTURE TO BE REPAIRED

Description: This item shall consist of the repair of utility structures at locations noted on the plans and in accordance with the construction detail for Utility Structure Adjustment including all labor and materials. This item shall be done in accordance with Sec. 602 of the SSRBC and the following provisions. All excavation for structure adjustment shall be replaced with Class SI concrete.

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

When adjustments include new frame and grate or new frame and lid, all replacement frames, grates and lids shall be heavy duty. Cost of construction of new frame and grate at the curb shall include removal and replacement of curb and gutter, including 5 feet on either side of the casting.

Although the cost of adjusting structures per this specification will be paid for under this contract, the contractor shall be aware that many of the structures are not the property of the Village of Downers Grove, and that such work may require inspections and/or permits from other governmental agencies.

TREE PRUNING

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

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.

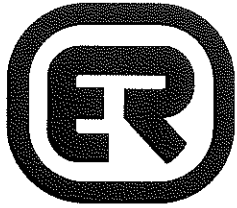
LANDSCAPE REMOVAL AND REPLACEMENT

Description: Unless noted otherwise, any existing landscaping requiring removal shall be replaced in-kind. Landscaping plans shall be presented to the Village for review as part of the final design package. Every attempt shall be made by the Contractor to minimize impacts to existing landscaping.

Village of Downers Grove - Culvert Rehabilitation Design Build (SW-070-18)

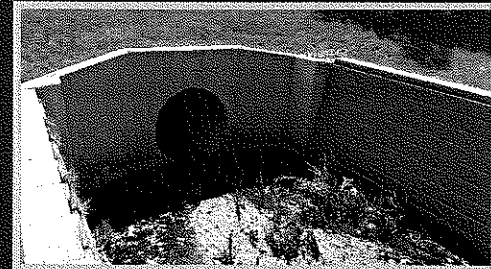
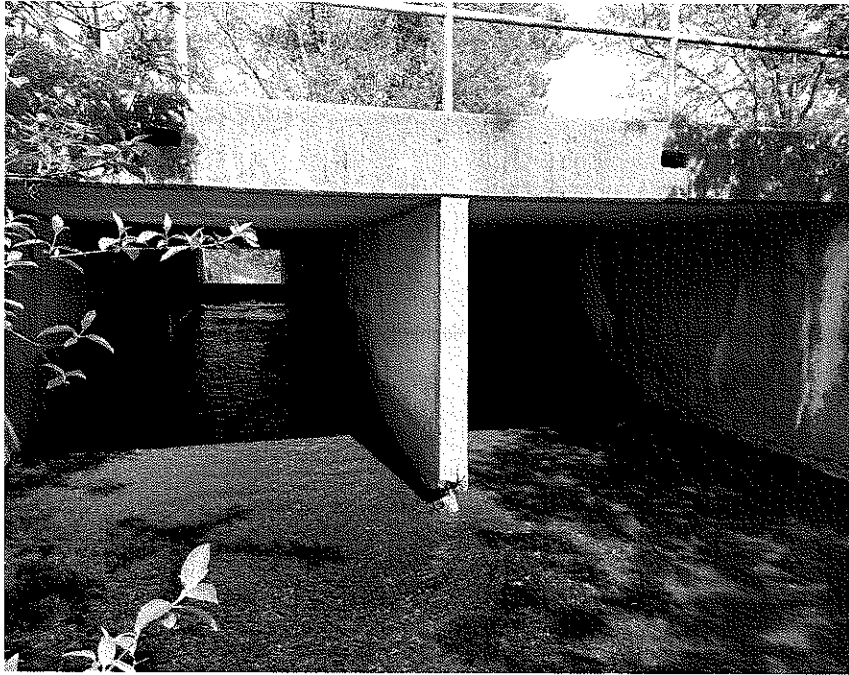
V. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Selected Firm shall insert fee proposal here. DO NOT insert a form contract. This RFQ/RFP document including detail specs and Proposer's response will become the contract with the Village.)



ENGINEERING
RESOURCE ASSOCIATES

MARTAM
CONSTRUCTION Inc.



Technical Proposal for:
Culvert Rehabilitation Design Build (SW-070-18)

Prepared for:
Village of Downers Grove
ATTN: Mr. Jim Tock
Engineering Manager
5101 Walnut Avenue
Downers Grove, IL 60515

Due: May 31, 2018 at 10 am

Table of Contents:

(Prime) Construction Team

Cover Letter
Company Profile
Project Experience
Team Chart
References
Letter of Capacity of Acquiring
Performance Bond
Required Forms

Design Team

Cover Letter
Company Profile
Project Experience
ERA Resumes
References
Design - Construction Approach

Cost Proposal - Seperate Envelope

(Prime) Construction

Primary Contact:

David Holland
Construction Project Manager
1200 Gasket Drive
Elgin, IL 60120
P: 847-608-6800
Robert@martam.com

Design Primary Contact:

Nick Varchetto, PE
Design Project Manager
3S701 West Avenue, Suite 150
Warrenville, IL 60555
P: 630-393-3060
NVarchetto@eraconsultants.com

MARTAM CONSTRUCTION, INC.

General Contractors & Engineers



May 30, 2018

Village of Downers Grove
5101 Walnut Ave
Downers Grove, Il. 60515

RE: Bidders Qualification and References

To whom it may concern;

Please consider the following information regarding the upcoming Downers Grove project for Culvert Rehabilitation Design Build to satisfy the required bidders qualifications and references.

Martam Construction, Inc. has been in business since 1973 and maintains our business office and shop located at 1200 Gasket Dr, Elgin, Il. 60120. Our annual volume for similar work is \$60,000,000.00 and we have a capacity of \$80,000,000.00. There are no existing suits, claims or pending judgements.

Martam Construction, Inc. Financial References

Herlihy Mid-Continent Co.
1306 Marquette Dr.
Romeoville, Il. 60446
Doug Schultz 630-378-1000

Bluff City Materials
2252 Southwind Blvd
Bartlett, Il. 60103
Matt Vondra 630-497-8700

Elmhurst Chicago Stone
400 W. 1st Street
Elmhurst, Il. 60126
Eric Larson 630-832-4000

MARTAM CONSTRUCTION, INC.

General Contractors & Engineers



MARTAM CONSTRUCTION, INC. RECORD OF STOCKHOLDERS & SHARES

<u>Name</u>	<u>Address</u>	<u>% of Ownership</u>
Mickey Kutrovatz	13N169 Romke Rd. Hampshire, Il. 60140	20%
Robert Kutrovatz	39W643 Henry David Thoreau, Campton Hills, Il. 60175	20%
Dennis Kutrovatz	43W306 Buck Ct, St. Charles, Il. 60175	20%
Jerry Kutrovatz	1343 Fargo Blvd, Geneva, Il. 60134	20%
Cindy Holland	1534 Far Hills Dr, Bartlett, Il. 60103	20%

MARTAM CONSTRUCTION, INC.

General Contractors & Engineers



Martam Construction, Inc. Qualifications

DuPage County

Route 64 & Powis Rd Reconstruction 2017

Contract Amount \$ 1,800,000.00

Paul Krueger Chief Highway Engineer 630-407-6900

City of DesPlaines

CIP Contract A&B 2017

Contract Amount \$7,300,000.00

Jon Duddles, Director of Public Works. 847-878-4840

Village of Mt. Prospect

Water Main August 2015

Contract Amount \$1,300,000.00

Sean Dorsey, Public Works Director. 847-870-5640

City of Elgin

Lord Street Sanitary Sewer 2017

Contract Amount \$970,000.00

Steven Crede, Project Engineer screde@burnsmcd.org

Village of Franklin Park

Phase II Industrial Park 2017

Contract Amount \$5,800,000.00.

Dave Talbot, Project Engineer. 847-671-4800

Village of Hanover Park

Emergency WaterMain Repairs

Contract Amount \$50,000.00

Rich Rusch, Supervisor of Water Distribution. 630-878-7067

City of Aurora 2017

East Galena to Downer Place San. Sewer Separation 6/16- Present

Contract Amount \$9,900,000.00

Jason Bauer City Engineer 630-774-3321

MARTAM CONSTRUCTION, INC.

General Contractors & Engineers



Village of Wheeling
Storm Sewer July 2014
Contract Amount \$1,300,000.00
John Tack, Village Engineer. 847-459-2600

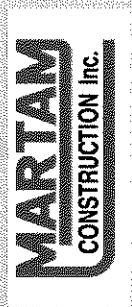
City of Wood Dale
Ward 2 Capital Improvements November 2015
Contract Amount \$, 1,200,000.00
Matt York, Asst Dir Public Works 630-766-4900

Martam Construction, Inc. Key Individuals

David Holland, Project Manager	10 years' experience
Mickey Kutrovatz, Superintendent	25 years' experience



ENGINEERING
RESOURCE ASSOCIATES



Design and Construction Project Team
Culvert Rehabilitation Design Build (SW-070-18)

Village of Downers Grove
Jim Tock
Engineering Manager

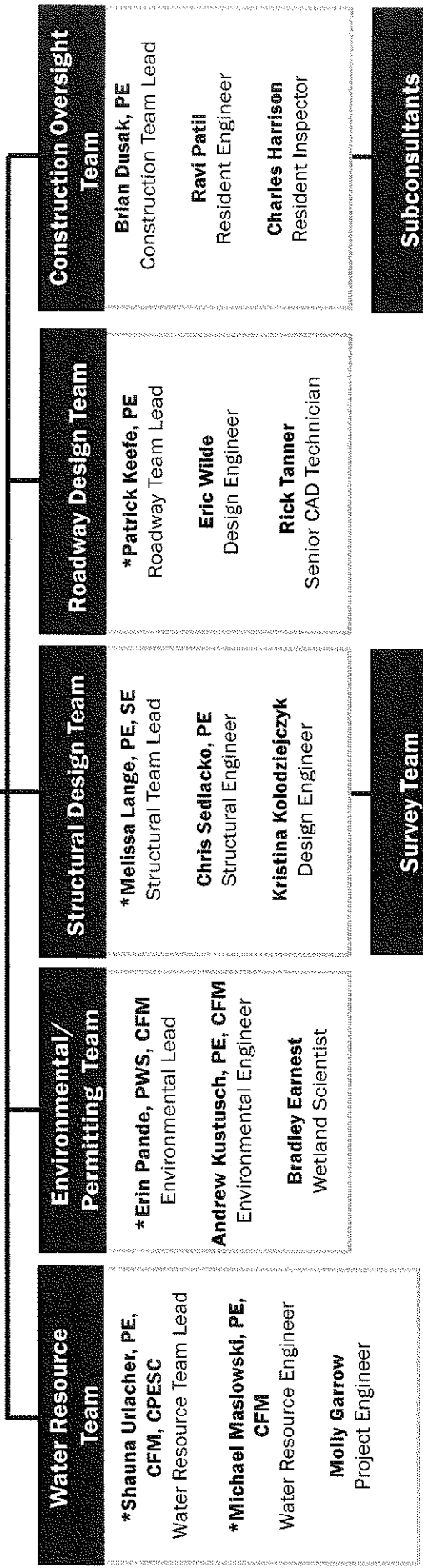
(Prime) Construction Team
Martam Construction, Inc.

David Holland
Construction Project Manager

Mickey Kutrovatz
Superintendent

Design Project Manager
*Nick Varchetto, PE

Project Director
John Mayer, PE, CFM



Village of Downers Grove - Culvert Rehabilitation Design Build (SW-070-18)

MUNICIPAL REFERENCE LIST

Municipality: see following list

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: _____

Municipality: _____

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Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____



MARTAM CONSTRUCTION, INC.



General Contractors & Engineers



Martam Construction, Inc. Qualifications

IDOT

Allen Rd over Hampshire creek Box Culvert 2015

Contract Amount \$1,450,000.00

Paul Gregoire 847-705-4300

IDOT

Rte 64 at Mill Creek & Ferson Creek Box Culvert 2015

Contract Amount \$950,000.00

Paul Gregoire 847-705-4300

IDOT

Il 53 Box Culvert replacement 2015

Contract Amount \$1,850,000.00

Paul Gregoire 847-705-4300

KDOT

Silver Glen & County Line Culvert Improvements 2015

Contract Amount \$290,000.00

Ken Meilke 630-885-3139

KDOT

Empire Rd Culvert Lining 2015

Contract Amount \$630,000.00

Ken Meilke 630-885-3139

KDOT

Big Timber Road Reconstruction & Stabilization

Contract Amount \$970,000.00

Ken Meilke 630-885-3139

DuPage County

Route 64 & Powis Rd Reconstruction 2017

Contract Amount \$ 1,800,000.00

Paul Krueger Chief Highway Engineer 630-407-6900

MARTAM CONSTRUCTION, INC.

General Contractors & Engineers



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 CIP Contract A&B 2017
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City of Wood Dale

Ward 2 Capital Improvements November 2015

Contract Amount \$, 1,200,000.00

Matt York, Asst Dir Public Works 630-766-4900



A Member of the Tokio Marine Group

May 31, 2018

Village of Downers Grove
801 Burlington Ave
Downers Grove, IL 60515

Re: Culvert Repairs

Martam Construction, Inc., is currently bonded by Philadelphia Indemnity Insurance Company, and is an account in good standing. Philadelphia Indemnity Insurance Company is rated by A.M. Best as "A++" (Superior) and "XV" financial size. Philadelphia Indemnity Insurance Company is admitted to conduct Surety business throughout the United States with an underwriting limitation of \$227,150,000 assigned by the US Department of the Treasury.

We would favorably consider bonding individual projects of \$15,000,000 and an aggregate work program of \$50,000,000 for Martam Construction, Inc.

If Martam Construction, Inc. is low successful bidder, we will execute bonds on forms provided by Owner, based on our underwriting evaluation at the time of the request. Our underwriting evaluation includes our satisfactory review of contract terms and conditions and bond forms, verification of project financing, appropriate financial information as well as other underwriting conditions which may exist at the time of the request. Any request for bonds is a matter between Martam Construction, Inc., and Philadelphia Indemnity Insurance Company, and Philadelphia Indemnity Insurance Company assumes no liability to any party by providing this letter.

Philadelphia Indemnity Insurance Company



William T. Krumm Attorney-In-Fact

345

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint William T. Krumm, Harold G. Miller, Jr. and Jon A. Schroeder of Arthur J. Gallagher Risk Management Services, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-fact and revoke the authority given. And, be it

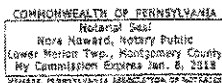
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public.

residing at.

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31st day of May 2018

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Village of Downers Grove - Culvert Rehabilitation Design Build (SW-070-18)

VI. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Martam Construction, Inc
Company Name

Date: May 30, 2018

1200 Gasket Dr
Street Address of Company

Robert@martam.com
Email Address

Algin, IL 60120
City, State, Zip

Robert Kutrovatz
Contact Name (Print)

847-608-6500
Business Phone

847-608-6800
24-Hour Telephone

847-608-6504
Fax

[Signature]
Signature of Officer, Partner or Sole Proprietor

Robert Kutrovatz, President
Print Name & Title

ATTEST: If a Corporation

[Signature]
Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

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

Village of Downers Grove - Culvert Rehabilitation Design Build (SW-070-18)



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: Martam Construction, Inc
ADDRESS: 1200 Casket Dr
CITY: GIGIN
STATE: Illinois
ZIP: 60120
PHONE: 647-608-6800 FAX: 647-608-6804
TAX ID #(TIN): 36-2779904

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME:
ADDRESS:
CITY:
STATE: ZIP:

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Handwritten Signature] DATE: 5/30/18

Village of Downers Grove - Culvert Rehabilitation Design Build (SW-070-18)

PROPOSER'S CERTIFICATION

With regard to Culvert Rehab Design, proposer Martam Construction hereby certifies
 (Name of Project) *build* (Name of Proposer)
 the following:

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

Village of Downers Grove - Culvert Rehabilitation Design Build (SW-070-18)

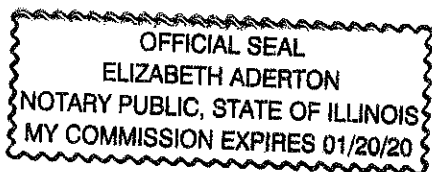
BY: [Signature]
Proposer's Authorized Agent

36-2779904

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 30 day of May, 2018.



[Signature]
Notary Public)

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

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

President: Robert Kutrovatz

Secretary: Jerry Kutrovatz

Treasurer: Cindy Holland

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 - Culvert Rehabilitation Design Build (SW-070-18)

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

(c) Sole Proprietor

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

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

Insurer's Name Hylant - Chicago

Agent John Callahan

Street Address 300 S Wacker Dr STE 150

City, State, Zip Code Chicago, IL 60604

Telephone Number 312-293-1350

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

Print Name of Company: Martam Construction, Inc

Print Name and Title of Authorizing Signature: Robert Kutrovatz, President

Signature: 

Date: May 30, 2018

Village of Downers Grove - Culvert Rehabilitation Design Build (SW-070-18)

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) Arteaga Landscapes Type of Work landscaping

Addr: 2413 Periwinkle Way City Rundlake State IL Zip 60073
Blau

2) K-5 Type of Work HMA

Addr: 999 Oakmont Plaza City Westmont State IL Zip 60559

3) Midwest Fence Type of Work Fence - Guardrail

Addr: 900 N Kedzie City Chicago State IL Zip 60657

4) Engineering Resource Associates Inc Type of Work Design Engineering

Addr: 35701 West Ave, Ste #150 City Warrenville State IL Zip 60555

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 - Culvert Rehabilitation Design Build (SW-070-18)

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.)

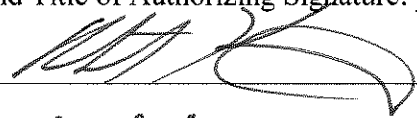
Name of Bidder: Martam Construction, Inc.

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.**

Operators 150, Chicago Land Laborers
Teamsters 673, Cement Masons 502, Electricians, Carpenters

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: Robert Kutrovatz, President

Signature: 

Date: May 30, 2018

THE UNITED STATES DEPARTMENT OF LABOR

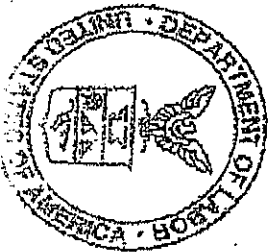
Office of Apprenticeship Training, Employer and Labor Services Bureau of Apprenticeship and Training Certificate of Registration

IBEW LOCAL #9 MIDDLE STATES ELECTRICAL CONTRACTORS ASSN.
Hillside, Illinois
For the Trades of Line Maintainer

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

Revised May 5, 2003
August 26, 1992

Date _____
IL015920003
Registration No. _____



St. J. Chas
Secretary of Labor

Anthony Savage
Administrator, Apprenticeship Training, Employer and Labor Services

THE UNITED STATES DEPARTMENT OF LABOR

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers' J.A.T.C.

Canal Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

April 12, 1999
Date REVISED August 13, 2004

11 0179990001
Registration No.



Robt. Chas
Secretary of Labor

Anthony Savage
Administrator, Apprenticeship Training, Employer and Labor Services

State of Illinois Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technicians Operating Engineers Local #150
Plainfield, Illinois

Registered as part of the National Apprenticeship Program
(for the Trade of Repairmen/Heavy)

in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

Date May 5, 2002

Registration No. 11012020003



Ed J. Chas
Secretary of Labor

Anthony S. ...
Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

**Illinois Teamsters Joint Council No. 25
Employers JATF**

Joliet, Illinois

For The Trade of: Construction Driver

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

June 22, 2005

Date Reissued: April 8, 2016

IL8151005004

Registration No.



[Handwritten Signature]

Secretary of Labor

[Handwritten Signature]
Administrator, Office of Apprenticeship

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06/26/2004

UNITED STATES DEPARTMENT OF LABOR



Bureau of Apprenticeship and Training Certificate of Registration

CEMENT MASONS' AREA JOINT APPRENTICESHIP & CEMENT MASONS UNION, LOC. 502
BELLWOOD, ILLINOIS

FOR THE TRADE OF: CEMENT MASON

Registered in conformity with the National Apprenticeship Act
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

REGISTERED OCTOBER 17, 1945
REVISED DECEMBER 29, 1988

Ann M. LaRocca

Secretary of Labor

01A-0815
Registration No.

Thomas H. ...

Office of Apprenticeship Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Division of Apprenticeship and Training

Division of Registration

U.S. Department of Labor
Elie Quana Village, Atlanta

From the Trade - Union Building/Construction

Registers as part of the National Typewriter Association

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

Date February 4, 2009

Registration No. LO17030001



Loi Chao
Secretary of Labor

02/04/09

Village of Downers Grove - Culvert Rehabilitation Design Build (SW-070-18)

BUY AMERICA CERTIFICATION

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

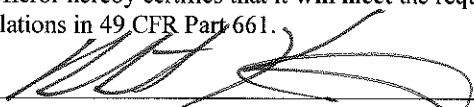
Instructions:

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 Martam Construction, Inc

Title President

Date May 30, 2014

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.

Village of Downers Grove - Culvert Rehabilitation Design Build (SW-070-18)

Suspension or Debarment Certificate
--

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

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

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

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

Company Name: Martam Construction, Inc

Address: 1200 Casket Dr

City: Elgin, IL Zip Code: 60120

Telephone: (847) 608-6800 Fax Number: (847) 608-6804

E-mail Address: Robert@martam.com

Authorized Company Signature: 

Print Signature Name: Robert Kutrovatz Title of Official: President

Date: May 30, 2010

Village of Downers Grove - Culvert Rehabilitation Design Build (SW-070-18)

CAMPAIGN DISCLOSURE CERTIFICATE

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

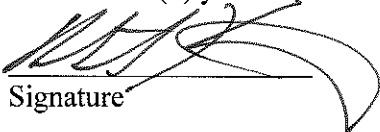
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

Robert Kutrowatz
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:

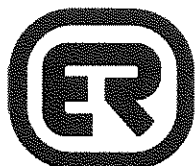
Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



ENGINEERING
RESOURCE ASSOCIATES

ENGINEERS | SCIENTISTS | SURVEYORS

May 31, 2018

Mr. Jim Tock
Engineering Manager
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Subject: Proposal for Culvert Rehabilitation Design Build (SW-070-18)

Dear Jim:

Engineering Resource Associates, Inc. (ERA) is pleased to team with Martam Construction Inc. to submit this proposal to provide engineering design and construction services for the Culvert Rehabilitation Design Build project for the Village of Downers Grove. This Design Build Proposal has been prepared in accordance with the request for proposal, visits to the project location, and our experience on similar assignments.

ERA is a Small Business Enterprise (SBE) that was formed 28 years ago, to provide full-service civil consulting engineering services to municipal, county and state agencies. We specialize in transportation planning and engineering, structural engineering, water resources, environmental science, construction engineering and land surveying. ERA has earned an excellent reputation for our quality of work and our responsiveness to our clients. We believe the proposed ERA/Martam team is certainly the most qualified to bring success to this project. Our team's vast experience and familiarity to the project area are our strongest assets.

Nick Varchetto, PE, is our proposed Project Manager for this project. He has 8 years of civil engineering and the knowledge, experience, and diligence to ensure that this project conforms to the Village's requirements. His experience includes Phase I and Phase II design of roadways, bridges, and culverts.

We greatly appreciate the opportunity to submit this proposal and we look forward to the opportunity to continue our working relationship with the Village of Downers Grove. Please contact me if you should have any questions or require additional information at (630) 393-3060, or nvarchetto@eraconsultants.com.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.

Nick Varchetto, PE
Project Manager

WARRENVILLE

35701 West Avenue, Suite 150
Warrenville, IL 60555
P 630.393.3060

CHICAGO

10 South Riverside Plaza, Suite 875
Chicago, IL 60606
P 312.474.7841

CHAMPAIGN

2416 Galen Drive
Champaign, IL 61821
P 217.351.6268



Company Background

Engineering Resource Associates, Inc.

Number of Years in Business

28 - ERA was founded in March 1990

Officers of the Company

- Jon Green, PE, CFM - President
- John Mayer, PE, CFM - Vice-President
- Marty Michalisko, PE, CFM - Principal
- Jacob Wolf, PE - Principal
- Brian Dusak, PE - Principal

Annual Volume of Similar Work

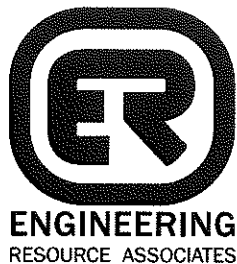
In 2017, ERA had gross billings of approximately \$4.7 million. Nearly 60% (\$2,800,000) was performed for municipal clients. Of that work, about 70% (\$1,900,000) involved similar elements to the Drainage and Stormwater Management Engineering Services.

Current Capacity

Our current staff includes 40 professionals including registered engineers, structural engineers, surveyors, technicians and environmental scientists. We have been fortunate to maintain a steady workload throughout 2018. We have the required staff available to complete these projects in accordance with the Village of Downers Grove's needs.

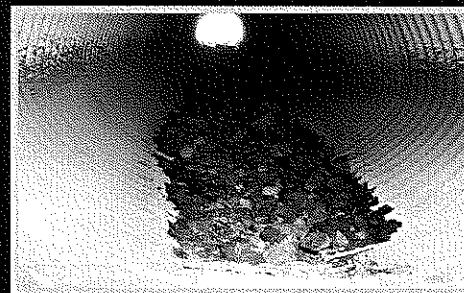
Listing of Existing Suits, Claims, or Pending Judgments

ERA has no involvement with any existing suits, claims or pending judgements.



Hobson Mill Culvert Replacement

City of Naperville, IL



Project Summary

ERA completed Phase II engineering services for the replacement of dual 58" x 36" Corrugated Metal Pipes (CMPs) with a single-cell precast box culvert under Hobson Mill Drive. The existing CMP arches had significant deterioration and lost its structural integrity causing sink holes in the roadway above. The culvert is located in the proposed floodway/ floodplain of the Tributary #6 of the West Branch of the DuPage River. The Phase II engineering consisted of construction documents for the new culvert which included stream bank stabilization plans, roadway plans and structural plans. Hobson Mill Drive was detoured for construction. The new culvert project improves the hydraulic efficiency, and fixes downstream streambank erosion. Permitting included Kane/ DuPage Soil and Water Conservation District (KDSWCD), USACOE and DuPage County.

ERA Project Team

Melissa Lange, PE, SE | Project Manager
Marty Michalisko PE, CFM | Principal/Water Resource Engineer
Brian Dusak, PE | Roadway Engineer
Erin Pande, PWS, CFM | Environmental Lead
Monica Hawk, PE, CFM | Permitting Engineer
Tim Martinek, PLS | Survey Lead

Project Reference:

Christopher Nichols
Project Engineer
City of Naperville
400 S. Eagle Street
Naperville, IL 60540
Phone: 630-420-4191
nicholsc@naperville.il.us

Construction Cost:

\$252,00

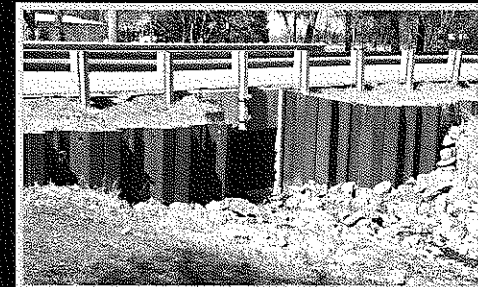
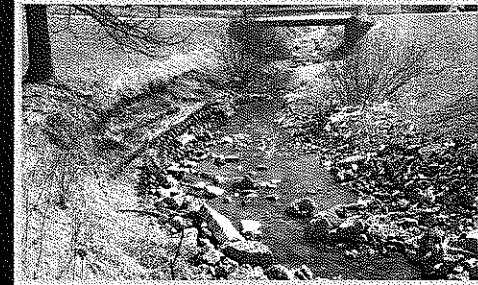
Completed:

Fall 2018



Bliss Road Culvert over Lake Run Improvements

Kane County Division of Transportation, IL



Project Summary

ERA provided Phase I and Phase II engineering for the replacement of the restrictive culvert on Bliss road servicing Lake Run creek for the Kane County DOT. The existing culvert was significantly undersized and flood events have caused 12 inches of scour on the upstream side, erosion of the end section and embankments on the downstream side. The Phase I report required various design alternatives for the replacement of the culvert along with associated construction cost estimates, wetland delineation, and permitting requirements. The Phase II engineering consisted of construction documents for the new culvert which included stream bank stabilization plans, Maintenance of Traffic plans and structural plans. The new culvert project improves the hydraulic efficiency, fixes the upstream scour and downstream streambank erosion. Permits were acquired through Kane County, Army Corps, IDNR-OWR, Kane-DuPage SWCD.

ERA Project Team

Melissa Lange, PE, SE | Project Manager
 John Mayer, PE, CFM | Principcal/Project Director
 Marty Michalisko PE, CFM | Principal/Water Resource Engineer
 Brian Dusak, PE | Roadway Engineer
 Erin Pande, PWS, CFM | Environmental Lead.
 Monica Hawk, PE, CFM | Permitting Engineer
 Tim Martinek, PLS | Survey Lead

Project Highlights:

- Hydraulic Capacity Analysis
- Staged construction
- Roadway Approach
- Barrier and Guardrails
- Streambank Stabilization
- Wetland Delineation

Project Reference:

Jennifer O'Connell
 Senior Project Manager
 Kane County Division of Transportation
 41W011 Burlington Road
 St. Charles, IL 60175
 Phone: 630-584-1170
 oconnelljennifer@co.kane.il.us

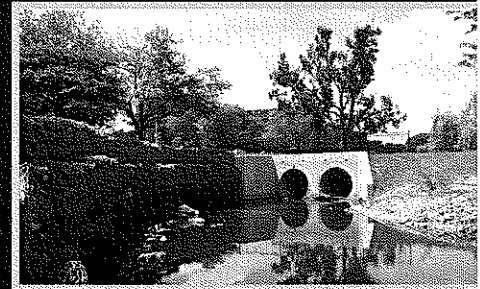
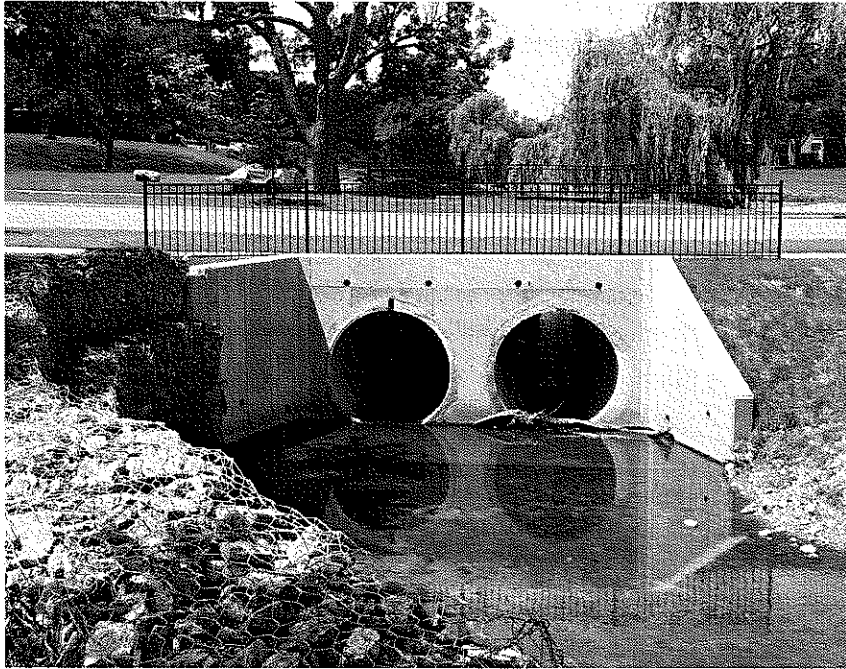
Project Dates:

2017-ongoing



Royal St. George Culvert Replacement Project

City of Naperville, IL



Project Summary

ERA was retained by the City of Naperville for Phase I and II engineering services for the maintenance of twin 6-ft diameter corrugated metal pipes under Royal St. George Street, a collector street in Naperville serving both residential and commercial properties. Phase I required the development of a Maintenance Option Evaluation Report which consisted of comparing various headwall and wingwall alternatives and culvert improvements such as lining, replacement with RCP pipe or replacing with an equivalent sized box culvert. The report included estimated costs, permitting requirements, time to permit and construction requirements. The project was fast-tracked so improvements could be completed prior to a scheduled resurfacing project.

ERA Project Team

Brian Dusak, PE | Project Manager
Jon Green, PE, CFM | President/Project Director
Marty Michalisko, PE, CFM | Principal/Water Resource Project Manager
John Frauenhoffer, PE, SE | Senior Structural Engineer
Jacob Wolf, PE | Structural Engineer

Project Highlights:

- Replacement of twin 6-ft diameter corrugated metal pipes.
- Worked extensively with DuPage County to eliminate the need for hydraulic modeling.
- Project was fast-tracked.

Project Reference:

Andy Hynes
Project Engineer
City of Naperville
400 South Eagle Street
Naperville, IL 60566-7020
Phone: (630) 420-6100
Email: hynesa@naperville.il.us

Construction Cost:

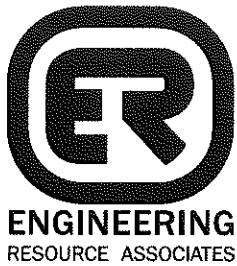
\$252.00

Consulting Fee:

\$35,000

Completed:

2012



Cast-In-Place Concrete Culvert Headwall and Retaining Wall System

City of Wheaton, IL

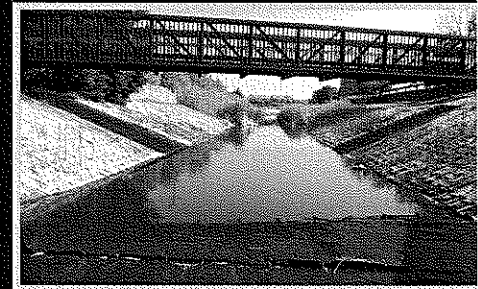


Project Summary

ERA was retained by the City of Wheaton for the Phase II engineering services for the rehabilitation of the existing three (3) cell cast-in-place Concrete Culvert headwall and retaining wall system. The existing retaining walls on the north side of the culvert had significant rotation creating a 6-inch gap at the top of the wall which has caused a loss of fill behind the retaining walls. Project improvements primarily consisted of rebuilding the culvert barrel and retaining walls to meet work that will be done under stage construction with a temporary soil retention system along Illinois Route 56 according to current AASHTO LRFD specifications.

ERA Project Team

Brian Dusak, PE | Project Manager
Melissa Lange, PE, SE | Lead Structural Engineer
Jake Wolf, PE | Principal/ Structural Project Engineer
Eric Wilde | Design Engineer
Chris Sedlacko | Design Engineer
Charles Harrison | Resident Engineer



Project Highlights:

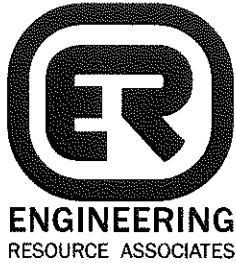
- Temporary soil retention system for maintenance of traffic along Route 56 (Butterfield Road)
- Re-built culvert barrel to provide cutoff wall to prevent future scour and re-built retaining walls that have failed

Project Reference:

Sarang A. Lagvankar, PE
Senior Project Engineer
303 West Wesley Street
Wheaton, IL 60187
Phone: (630) 260-2067
Email: Slagvankar@wheaton.il.us

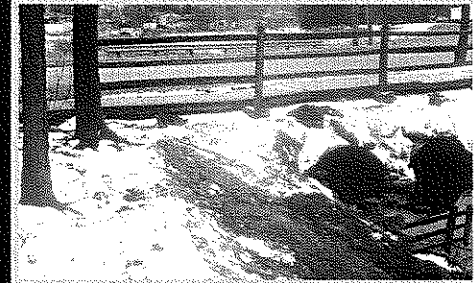
Completion:

To be constructed



George Street Culvert Improvements

Village of Bensenville, IL



Project Summary

The Village of Bensenville has experienced frequent and severe flooding upstream and downstream of the George Street reservoir. ERA was hired to complete the replacement of the dual 36-inch CMP restrictive culverts under George Street. The project was 80% funded by Federal CDBG money. The dual culverts were replaced by an equivalent box culvert with new wing and headwalls. The design had to consider a future bypass sewer that is proposed to connect to the center of the culvert. A unique control structure was designed to allow low and moderate flows to continue to flow through the box culvert as they do today and large flood flows to be diverted through the future bypass sewer and to a regional storage facility. The design had to consider both an interim and future condition.

ERA Project Team

Marty Michalisko, PE, CFM | Principal/Project Manager
 Jon Green, PE, CFM | President / Project Director
 Jennifer Loewenstein, PE, CFM, CPESC | Water Resource Engineer
 Erin Pande, PWS, CFM | Ecological Services Director
 Brian Dusak, PE | Project Engineer
 Eric Wilde | Design Engineer

Project Highlights:

- Funded by Federal CDBG money
- Culvert improvements include new guardrails, sidewalks, and some maintenance of the wetland and stream just upstream and downstream of the culvert

Project Reference:

Mehul Patel
 Village of Bensenville
 Assistant Director of Public Works
 717 East Jefferson Street
 Bensenville, Illinois 60106
 Phone: (630) 350-3434
 Email: mpatel@bensenville.il.us

Construction Cost:

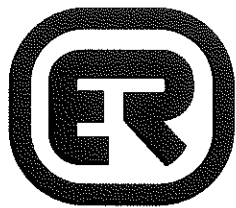
\$250,000 (est)

Consulting Fee:

\$30,000

Completed:

Summer 2016



ENGINEERING
RESOURCE ASSOCIATES

Project Experience:

Various Bridges, Illinois Department of Transportation - Project Engineer responsible for designing bridge openings over creeks and rivers for Phase 1 reports using HEC software. Drafted all exhibits needed for Phase 1 reports, including Typicals, Plan & Profiles, & Drainage Plans.

US Rte 20 Over IL Rte 2, Rockford, IL - Project Engineer for the phase 2 reconstruction design of US 20 over IL 2. I was responsible for updating and completing a 10 yr old shelved IDOT D2 project. Work included completing SOQ, Typicals, MOT, Erosion Control, Cross Sections, Signing & Marking, Plan Profile, Drainage, specs & cost estimate for a 100% PS&E design submittal from 60%.

Elgin O'Hare (IL-390), Illinois Tollway - Project Engineer responsible for water & sanitary sewer relocation along the new IL-390 Tollway. Worked directly with local municipal engineers and the Tollway roadway consultants for routing options to develop phase 2 plans for a 100% PS&E.

IL Rte 251, Rockford, IL - Project Engineer for the phase 2 resurfacing design of IL Rte 251. I was responsible for all roadway plans specs & cost estimate for a 100% PS&E.

Lorenzo Road @ I-55, Lorenzo, IL - Designed preliminary engineering submittals to IDOT for IDS at the existing interchange. Created Plan & profiles, cross sections, typicals, for the widening of Lorenzo road from Ridgeway to the interchange. Also included SB off - ramp widening.

MFT Projects, Steger, IL - Project Engineer responsible for phase 2 PS&E submittal for various roadway resurfacing & drainage improvement projects within the Village of Steger.

Warrenville Road, Warrenville, IL - Lead Civil Engineer for the phase 1 roadway design portion of the Warrenville Road bridge replacement. Worked with DuPage County engineers developing alternate profiles and roadway sections that would meet county budget. After public involvement, new options were considered and phase 1 report updated.

Lucinda Avenue, Northern Illinois University, IL - Project Engineer responsible for Phase 1, 2 & 3. Worked directly with owner to develop concepts and completed all required contract documents for 100% PS&E on ¼ mile of new roadway. After providing bid analysis, I provided Resident Engineer services on-site for part time construction inspection.

IL Rte 7, Homer Glen, IL - Project Engineer for the phase 2 reconstruction of IL Rte 7, that was responsible for Maintenance Of Traffic Plans, Cross Sections, Typicals, Plan & Profile, Alignment Plan, Erosion Control Plan & Cost Estimates.

I-94 MOT, Stony Island, IL - Project Engineer responsible for designing the Maintenance of Traffic for the I-94 Stony Island Bridge Replacement Project. We were hired by contractor to get IDOT approval and re-design the existing plan MOT.

Nick Varchetto, PE
Project Manager

Education/Certifications:

- Bachelor of Science
Civil Engineering
Purdue University, - 2009
- PE - IL - 062-068622

Areas of Expertise:

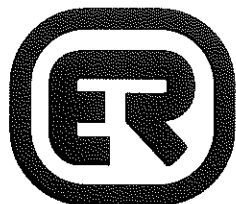
- Phase I and II roadway projects for governmental agencies and private development
- Roadway construction inspection, surveying, staking alignments, & compiling field quantities
- Utility infrastructure improvements, including preliminary and final engineering design for water, sewer and sanitary.
- Permitting process of federal, state and local permitting agencies
- Extensive knowledge and experience with computer software: Microstation / Geopak, AutoTurn, GuideSign, AutoCad, Microsoft Office, StormCad, WaterCad, Hec-HMS & Hec-Ras.

Professional Experience:

- Engineering Resource Associates
Project Manager/Project Engineer
(2018-Present)
- Knight Engineers & Architects
Project Engineer (2010-2018)
- Village of Hoffman Estates
Engineering Department
Civil engineering Intern (2007-08)

Years of Experience:

- 8 years / 1 with ERA



ENGINEERING
RESOURCE ASSOCIATES

Project Experience:

Culvert Headwall and Retaining Wall System, Wheaton, IL - Lead Structural Engineer for the Phase II and Phase III engineering services for the rehabilitation of the existing three (3) cell cast-in-place concrete culvert headwall and retaining wall system. The existing retaining walls on the north side of the culvert had significant rotation creating a 6-inch gap at the top of the wall which has caused a loss of fill behind the retaining walls. Project improvements primarily consisted of removing the last ten feet of the culvert barrel and retaining walls and re-building the culvert to the current AASHTO specifications.

Springingsuth Culvert Replacement, Schaumburg, IL - Structural Engineer for the replacement of the Springingsuth Culvert to eliminate the approximate 1.0 ft head loss. ERA utilized the MWRD unsteady HEC-RAS modeling collected in task 1 as the basis to provide additional analysis of the Springingsuth culvert. The team then worked to determine the new culvert size required to lower the base flood elevation upstream near the Braintree Drive area. The team prepared a summary report of the hydraulic analysis which identified the required channel improvements and compensatory storage to reduce downstream impacts to a maximum water surface elevation increase of 0.1 feet.

Bliss Road Culvert, Kane County IL - Project Manager responsible for the Phase I and Phase II engineering for the replacement of the restrictive culvert on Bliss road servicing Lake Run creek. The existing culvert was significantly undersized and flood events have caused 12 inches of scour on the upstream side, erosion of the end section and embankments on the downstream side. The new culvert project improves the hydraulic efficiency, fixes the upstream scour and downstream streambank erosion.

George Street Culvert Replacement, Bensenville, IL - Structural Engineer for design replacement of dual 36-inch CMP culverts with precast box culverts and cast-in-place end sections. The design accounted for a future bypass sewer. A unique control structure was designed to allow low and moderate flows to continue to flow through the box culvert and large flood flows to be diverted through the future bypass sewer and to a regional storage facility. The design accounted for both an interim and future condition.

Weiland Road Bridge and Buffalo Grove Bridge and Culverts Projects, Buffalo Grove/Cook County DOTH, IL - Structural Engineer responsible for the preparation of the bridge condition reports, type, size and location plans, construction documents, specifications and cost estimates for both the Buffalo Grove Bridge and Weiland Road Bridge over Buffalo Creek. The proposed improvements include the widening in-kind of the single span rolled beam bridge that carries Buffalo Grove Road, and the replacement of the triple cell box culvert that carries short Aptakisic Road (renamed Weiland Road) over Buffalo Creek with a single-span PPC I-beam bridge on integral abutment.

Melissa Lange, PE, SE

Structural Engineer Lead



Education/Certifications:

- Master of Science, Structural Engineering, Illinois Institute of Technology, Chicago, IL- 2000
- Bachelor of Science Civil Engineering Valparaiso University-1998
- PE - IL - 062-056181
- SE - IL - 081-006488

Professional Training:

- SEAQI - Load Rating for Highway Bridges - 2017
- IDOT/ACEC Bridge Seminars 2007-Present
- NHI - Analysis, Design and Curved Steel Bridges with LRFD
- IDOT Calculating Section Loss in Steel Members - 2017

Areas of Expertise:

- Leads Structural Designs with a Variety of Structures
- Software: MicroStation, Merlin Dash; Descus; STAAD.Pro; ETABS; SAP; LPILE; RISA; and Excel
- Design Codes: AASHTO LRFD specifications; ACI; AISC; ASCE; IBC and Chicago Building Code

Years of Experience:

- 20 years/2 with ERA



Melissa Lange, PE, SE

Structural Engineer Lead

Project Experience Continued:

On-Call Bridge QA/QC Services 2017-2018, McHenry County Division of Transportation - Project Manager provided provided on-call Quality Assurance and Quality Control (QA/QC) review for other design consultant's structural projects completed for McHenry County. Projects to date consisted of the following:

- *Oak Grove Road over Drainage Ditch (SN056-3214)* - ERA provided QA/QC review of pre-final plans and specifications. The structure consisted of a three-span cast-in-place culvert with horizontal wingwalls.
- *Randall Road Construction Documents* - ERA provided QA-QC review of the retaining walls, moment slab, pedestrian underpass, culvert and ground improvement. Retaining wall consisted of MSE walls with moment slabs and drilled soldier pile walls with cast-in-place facing. The ground improvement consisted of timber piles with concrete caps.

Gatz Pond Outfall Project, Lombard, IL - Structural Engineer for the construction documents for a cast-in-place junction chamber at the residential intersection of Chase Avenue and Maple Street. The junction chamber is 12-ft wide by 12-ft long and 15-ft in depth and services two 60" RCP, and three 12" RCP sewers. The structural was designed for a live load of HL-93 and extra precautions were taken due to the low fill height between the top of the structure and the roadway.

Quentin Road - U.S. Route 12 to IL Route 22, Lake County Division of Transportation - Structural Engineer responsible for preparing the Type, Size and Location (TS&L) plans and construction documents, specifications and cost estimates for the design of 14 retaining walls, 4 noise abatement walls, 2 ground improvements and a box culvert extension for the widening and reconstruction of 2 miles of Quentin Road from US Route 12 to Illinois Route 22. Several types of retaining walls were used throughout this project, consisting of precast MSE walls with moment slabs, drilled soldier pile walls, segmental block walls, and CIP T-type cantilever walls. Aesthetic treatments throughout the corridor included color stained natural stone form liner surface on exposed surfaces of the retaining walls, banding on the retaining wall parapets and noise walls, and decorative metal railings.

TR 28 over Drainage Ditch Douglas County Highway Department, IL -Lead Structural Engineer provided Phase II engineering services for the TR 28 is carried over the drainage ditch by a single-span PPC deck beam bridge (SN 021-4516). The substructure consists of open concrete abutments on exposed timber piles. The bridge is currently closed for the critical condition of the substructure and the poor condition of the superstructure. The Phase II engineering services include a full bridge replacement.

Areas of Expertise:

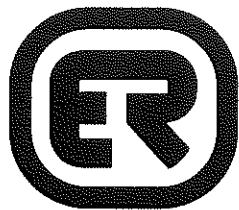
- Illinois Department of Transportation (IDOT), Illinois State Toll Highway Authority (ISTHA), Chicago Department of Transportation (CDOT)
- Software: MicroStation, Merlin Dash; Descus; STAAD.Pro; ETABS; SAP; LPILE; RISA; and Excel
- Design Codes: AASHTO LRFD specifications; ACI; AISC; ASCE; IBC and Chicago Building Code

Professional Affiliations:

- Illinois Road and Transportation Builders Association (IRTBA) -Bridge Committee and Kane County Coop Committee
- American Public Works Association (APWA)

Professional Experience:

- Engineering Resource Associates
2016 - Present
- Civiltech Engineering, Inc.
2007-2016
- Hutter Trankina Engineering PC
2005-2006
- Thornton Tomasetti
2001-2005
- Nicor Gas
1998-2001



ENGINEERING
RESOURCE ASSOCIATES

Patrick Keefe, PE
Roadway Team Lead

Project Experience:

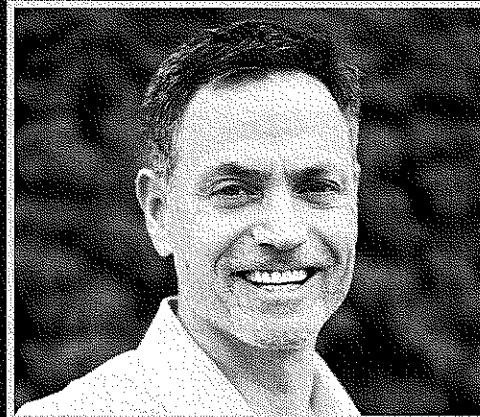
Bliss Road Culvert, Kane County, IL – Project Engineer responsible for the Phase I and II engineering for the replacement of the restrictive culvert on Bliss road servicing Lake Run creek. The existing culvert was significantly undersized and flood events have caused 12 inches of scour on the upstream side, erosion of the end section and embankments on the downstream side. The new culvert project improves the hydraulic efficiency, fixes the upstream scour and downstream streambank erosion.

George Street Bypass Sewer, Bensenville, IL – Project Engineer designing approximately 2,000 linear feet of 24-inch and 36-inch RCP storm sewers under a residential roadway. Value engineering determined that the best route for the sewer was under the roadway to minimize utility conflicts and parkway tree impacts. Improvements included spot repair of curbs and sidewalks in addition to patching the westbound lane and tying existing inlets into the new storm sewer. The project included connecting into an existing box culvert on an Addison Creek Tributary. The sewer minimized the frequency and severity of residential flooding identified in the Addison Creek Watershed Study previously prepared by ERA.

87th Street and Woodward Avenue Intersection Improvements, DuPage County, IL – Senior Project Engineer for widening and resurfacing 87th Street and Woodward Avenue to provide dual left turn lanes on 87th Street and the south leg of Woodward Avenue. A third through lane will be added in both directions along 87th Street. The goal of the project was to widen the intersection approaches to accommodate additional travel lanes to provide increased capacity, reduce delays. In addition to roadway design, the scope of work includes traffic signal improvements, lighting design, drainage design, retaining wall design, preparation of plats and legals and coordination with existing utilities.

East New York Street (FAU Route 1522), Aurora, IL – The project involved the reconstruction of approximately 1.5 miles of East New York Street (urban arterial). This project consisted of roadway resurfacing, roadway reconstruction and widening, bridge widening, retaining wall construction, storm sewer design, modernization of traffic signals, installation of lighting system, and bike path. Responsibilities included horizontal and vertical alignment design, maintenance of traffic development and signing.

Wood Street Bridge over Burlington Northern Rail Road and Indian Creek, Aurora, IL – Phase I Project Development Report and Phase II Project. Project involved the removal and replacement of the bridge structure over the BNSF railroad and roadway reconstruction. Due to increased vertical clearance of the bridge, access from the adjacent local street was eliminated due to vertical sight distance restrictions. Responsibilities included horizontal and vertical alignment design, coordination with BNSF, development of detour plan, utility coordination including the protection of an existing 36" diameter watermain. Project Engineer responsibilities included coordinated with the client (Illinois Tollway) on a day-to-day basis, implement value engineering to identify and eliminate unnecessary project costs, managed the coordination



Education/Certifications:

- Bachelor of Science, Civil Engineering
Iowa State University – 1992
- PE - IL - 062-055351

Areas of Expertise:

- Managing transportation projects and team during concept, preliminary, pre-final and final contract plans
- Accountable for a variety of responsibilities including geometric design, permitting, pavement marking, maintenance of traffic, data collection and surveying for Chicagoland area counties and local agencies (Kane, Lake, DuPage and Winnebago County, City of Chicago, Aurora, Northern Illinois University).

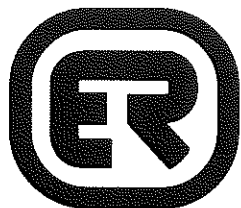
Special Training:

- Highway Safety Manual Course
- ACEC - Illinois/IDOT Drainage Seminar
- Dale Carnegie Leadership Training for Managers
- Storm Sewer System Design
- Excelling as a Highly Effective Team Leader
- Fundamentals of Successful Project Managers

Years of Experience:

- 25 years, 1 with ERA

Warrenville | Chicago | Champaign



ENGINEERING
RESOURCE ASSOCIATES

Patrick Keefe, PE
Roadway Team Lead

Project Experience Continued:

(Continued from previous page) and packaging of another independent consultant's 12 miles of design plans and specification into one Contract Document, oversaw construction cost throughout design process to ensure project meets the Tollway's budget and Developed and adhered to Project Quality Assurance Plan (QAP).

Jane Addams Tollway (I-90) reconstruction, from I-290/IL Route 53 to east of Oakton Street, Illinois Tollway – This project consisted of providing Phase II Engineering services for the preparation of master plan update, plans, specifications and construction cost estimate for the reconstruction of approximately 2.5 miles of Jane Addams Tollway (I-90) between M.P. 68.1 (I-290/IL Route 53). To M.P. 73.1 (East of Oakton Street). Responsibilities included reviewed and oversaw design engineering team, coordinated with the client (Illinois Tollway) on a day-to-day basis, direct all sub-consultant work, including delegating key tasks to the team for the project, maintain project schedule and track progress that meet milestone deadlines, and developed and adhered to Project Quality Assurance Plan (QAP).

Reagan Memorial Tollway (I-88) from Finley Road to Midwest Road, Illinois Tollway – This project consisted of providing Phase II Engineering services for the preparation of plans, specifications and construction cost estimate for reconstruction of approximately 5 miles of I-88 (Reagan Memorial Tollway) from Finley Road to Midwest Road. Responsibilities included development of noisewall plans, barrier warrant analysis, quantity calculations and plan & specification review.

NSMJAWA Main Protection and Relocation, Jane Addams Memorial Tollway (I-90) - Project Engineer for Phase II engineering services for the protection and relocation of water main adjacent to Jane Addams Memorial Tollway (I-90) between I-290/IL Rt 53 and Arlington Heights Road. Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) serves several suburban local agencies with 20" to 90" transmission mains adjacent to I-90. Work includes protection of the existing NSMJAWA main with a reinforced concrete protection slab where acceptable and relocation of water main where conflicts are not avoidable. Coordination and scheduling of this project was critical in advance of the widening of I-90.

Oak-Illinois-Western Water Main Improvements and Western Avenue Roadway Reconstruction Project, Northbrook, IL – Senior Project Engineer for Phase I, II and III engineering services for the replacement of water main along Oak Avenue, Illinois Road and Western Avenue in the Village of Northbrook. Work also included complete reconstruction of approximately 3,100 feet of Western Avenue. Approximately 12,400 feet of new water main replaced the existing cast iron mains that had an extensive break history. The project corridor is lined with primarily residential properties and is also home to Wescott School on Western Avenue. Coordination with residents and District 30 staff was continuous throughout design and construction in an effort to minimize impacts to the school's schedule and operations..

Professional Experience:

- Engineering Resource Associates
Project Manager /Project Engineer
(2017-Present)
- Crawford, Murphy and Tilly
Project Manager /Project Engineer
Aurora, IL (2004-2017)
- Clark Dietz
Project Engineer
Chicago, IL (1998-2004)
- H.W. Lochner
Project Engineer
Chicago, IL (1994-1998)
- Avalia and Associates
Project Engineer
Skokie, IL (1992-1994)



Shauna Urlacher, PE, CFM, CPESC

Water Resource Team Lead

Project Experience:

Drendel and Cross Sub-Drainage Basin, Downers Grove, IL - Project Manager that completed a 240-acre Phase I study of the West Burlington Area in the Village. The study identified storm sewer improvements to convey the 2-year storm event and ditch and culvert improvements to convey events up to the 10-year reoccurrence interval. The study identified 4 locations that had experienced significant flooding of residential properties that required a minimum 10-year storm sewer capacity. Two of the flood prone areas fell within Drendel/Cross sub-drainage basin served by an undersized and blocked storm sewer system. The Phase II design included 2,800 LF of new storm sewer ranging in size from 12 to 30-inches. 900-feet of storm sewer was directionally drilled through a local high point to avoid a 25-foot deep trench at the highpoint. This was necessary as the original outlet was silted in on the property of the Belmont Nature Preserve. The preserve is considered a prestigious prairie and impacts to install a new outlet sewer would not be allowed. Moving outlet locations allowed for the lowering of Drendel Road at the sag point to achieve positive drainage from residential structures to the street. This provided additional protection to the homes well beyond the desired 10-year level of protection. Wetlands were identified off the ROW of both flood prone areas. The sewer design was sensitive to the inundation/duration of the wetlands by incorporating unique overflow structures from the wetlands into the new storm sewer.

Keystone/Chartres Stormwater Management Project, Northbrook, IL - Project Manager responsible for coordination with the Village and Park District as well as preparation of final engineering plans and specifications. The project includes construction of a 36-inch bypass storm sewer and expansion of an existing detention basin on Park District property, providing an additional 3.36 acre-feet of detention volume. Soccer fields were raised and lowered to provide the additional storage volume, while balancing the earthwork on the park property. Additional infrastructure improvement includes watermain, pavement removal and replacement, bike path, sidewalk, and site restoration.

College and Wilson Street Drainage Study and Design, Batavia, IL - Project Manager for the analysis of this 50-acre residential watershed located just east of downtown Batavia. XPSWMM was used to analyze the existing storm sewer system in which it was determined that the sewer was severely undersized. This caused stormwater to surcharge the system at four critical locations. Runoff at these locations flowed off the right-of-way and through private properties causing structural and yard flooding. The study identified several design alternatives and respective construction costs to minimize flooding. ERA identified locations where increasing sidewalk elevations would further protect homes. ERA completed final design for 2,000 feet of new 24"-36" storm sewers.



Education/Certifications:

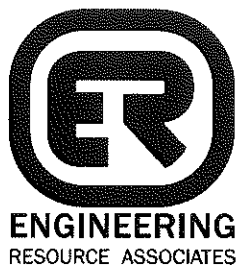
- Master of Engineering, Professional Practice, University of Wisconsin-Madison 2014
- Bachelor of Science Civil Engineering Montana Tech - 2002
- PE - IL - 062-060451
- CFM - IL 05-00201
- CPESC - 8047

Areas of Expertise:

- Drainage investigation of flood prone areas and providing practical and cost-effective solutions
- Permitting for federal, state, and local agencies
- Preparation of grant applications to provide funding for municipal stormwater projects including: IEPA Illinois Green Infrastructure Grants, Hazard Mitigation Grants and IKE Buyout Grants
- Stormwater/floodplain modeling ArcView 3D Analyst, HEC-GeoRAS, HEC-RAS, XP-SWMM, EPA-SWMM, Civil 3D, and HY-8

Years of Experience:

- 16 years / 1 with ERA



Shauna Urlacher, PE, CFM, CPESC

Water Resource Team Lead

Project Experience Continued:

Heather Lane Drainage Improvements, Tinley Park, IL - Project Manager and Lead Design Engineer responsible for developing a design for structural flooding in a residential neighborhood that included storm sewer improvements and re-grading of several side and rear yards within a developed neighborhood. The design solution was coordination with the municipal staff and residents at each of the ten lots requiring re-grading.

Tinley Terrace Drainage Improvements, Tinley Park, IL - Project Manager and Lead Design Engineer responsible for analyzing the existing conditions and developing multi-year capital improvement plan to resolve four major drainage problems within the project area. The solution increased the capacity of the existing outlet from 163rd Place, provide detention necessary to alleviate the flooding of Oak Park Avenue by storing the water during high flows and provided a conveyance system necessary to transport stormwater previously ponding in the intersection of 66th Avenue and Terrace Drive and other low-lying areas to the proposed detention ponds.

175th St & 71st Ave Drainage Improvements & Detention, Tinley Park, IL - Project Manager and Lead Design Engineer for the design of a two-phased solution to reduce structural flooding within an existing residential neighborhood. The first phase included conveyance system improvements and re-grading of an existing parking lot. The second phase included a detention pond, grading and conveyance storm sewers. To prevent impacts downstream, the detention volume was calculated to closely mimic the amount of stormwater that ponded in the roadway.

Stormwater Ordinance Revisions, Franklin Park, IL - As part of the Franklin Park Stormwater Master Plan, the requirements in MWRD's Watershed Management Ordinance (WMO) were compared to the requirements in the Village Code. All applicable sections of the Village Code were reviewed and conflicts with the WMO were identified. Sections of the WMO that were reviewed included:

- Soil erosion and sediment control (WMO Article 4),
- Runoff requirements (WMO Article 5, Section 502),
- Volume control (WMO Article 5, Section 503),
- Drainage and detention ((WMO Article 5, Section 504),
- Floodplain management (WMO Article 6, Sections 600-602),
- Isolated wetland protection (WMO Article 6, Sections 603-605)
- Maintenance (WMO Article 9)

Where the Village Code did not comply with the WMO, recommended revisions to the Village Code were provided that met or exceeded the requirements of the WMO. Recommendations were also provided to clarify the requirements in the Village Code that would not be regulated under the WMO. Finally, changes in the Village's policies and procedures were recommended to comply with the procedural requirements of the WMO, such as inspections and approval processes.

Professional Experience:

- Engineering Resource Associates
Project Manager/Project Engineer
(2018-Present)
- V3 Companies
Project Manager (2015)
- Smith LaSalle
Village of Franklin Park
Assistant Village Engineer (2013)
- Clark Dietz, Inc.
Project Engineer (2008)
- Robinson Engineering
Project Engineer (2003)

Professional Affiliations:

- Illinois Association of Floodplain and Stormwater Management - Stormwater Management Committee Chair
- American Public Works Association Suburban Branch - Community Outreach Committee Chair
- City of Countryside Plan Commission/Zoning Board of Appeals



Michael Maslowski, PE, CFM

Water Resource Engineer

Project Experience:

St. Joseph Creek South Stream Corridor Assessment, Downers Grove, IL – Project Engineer for a hydrology/hydraulic analysis and stream assessment for the St. Joseph Creek South Branch. ERA identified areas in the stream that required stabilization and identified opportunities to meander the channel and naturalize the floodplain. ERA used XPSWMM modeling to develop design alternatives that would reduce flooding elevations and frequencies through a suburban residential neighborhood. Design alternatives included replacement of four culvert crossing, expansion of flood plain storage and development of on-stream detention basins. ERA worked closely with DuPage County to include the recommended projects in their overall EPA watershed plan. This allows Downers Grove to be eligible for 319 Funding.

Chase and Francisco Storm Sewer and Drainage Improvements, Downers Grove, IL – Stormwater Engineer for the installation of 2,000 linear feet of storm sewer ranging in size from 12" to 36", grading and shaping 450 linear feet of roadside ditches and installation of driveway culverts, and 1,150 square feet of full HMA pavement reconstruction. The storm sewer was designed to eliminate flow and flooding through private properties and direct the flow into an appropriately sized public ROW sewer.

Bliss Road Culvert, Kane County Department of Transportation, IL – Water Resource Engineer responsible for the Phase I and Phase II engineering for the replacement of the restrictive culvert on Bliss road servicing Lake Run creek. The existing culvert was significantly undersized and flood events have caused 12 inches of scour on the upstream side, erosion of the end section and embankments on the downstream side. The new culvert project improves the hydraulic efficiency, fixes the upstream scour and downstream streambank erosion.

Downers Grove Stormwater and Floodplain Reviews, Downers Grove, IL – Mike is the Review Engineer for proposed commercial and residential projects in Downers Grove to ensure compliance with the Village of Downers Grove Stormwater and Floodplain Ordinance. A large portion of Mike's work is to review tear down residential projects. Downers Grove is more stringent than DuPage County, therefore many of these projects require dry wells, rain gardens, bio-swales, etc. Mike also reviews public works requirements as part of the single-family home reviews. A few items include curb removal and replacement, road patching, service connections, etc. A checklist has been developed to assist with these tear down project reviews.



Education/Certifications:

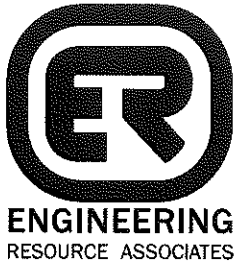
- Bachelor of Science
Civil Engineering
University of Notre Dame-2009
- PE - IL - 062-066548
- CFM - IL - 13-00640
- IDOT, Documentation of Contract
Quantities April 2012 (12-0521)

Areas of Expertise:

- Stormwater/floodplain modeling
- HEC-2, HEC-RAS, FEQ, HEC-1,
HEC-HMS, TR-20, Hydra, SWMM,
PCSWMM, XPSWMM, HY-8, Pond
Pack and Hydraflow
- Drainage investigations of flood
prone areas and providing practical
and cost-effective solutions
- Field documentation in accordance
with IDOT procedures using ICORS
- Permitting process of federal, state,
and local permitting agencies

Years of Experience:

- 9 years, 8 with ERA



Michael Maslowski, PE, CFM

Water Resource Engineer

Project Experience Continued:

Royal St. George Culvert Maintenance Project, Naperville, IL – Project Engineer for the Phase I and II services for the maintenance of twin 6' diameter corrugated metal pipes under Royal St. George Street, a collector street in Naperville serving both residential and commercial properties. Phase I required the development of a Maintenance Option Evaluation Report which consisted of comparing various alternatives such as lining, replacement with RCP pipe or replacing with an equivalent sized box culvert. The report included estimated costs, permitting requirements, time to permit and construction requirements. The project was permitted and contract documents were developed. The project was fast-tracked so improvements could be completed prior to a scheduled resurfacing project.

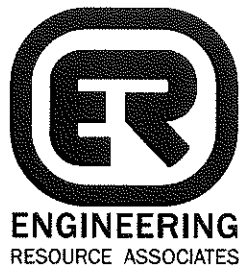
Springinguth Culvert Replacement, Schaumburg, IL – Water Resource Engineer for the replacement of the Springinguth Culvert to eliminate the approximate 1.0 ft head loss. He will utilize the MWRD unsteady HEC-RAS modeling collected in task 1 as the basis to provide additional analysis of the Springinguth culvert. He worked to determine the new culvert size required to lower the base flood elevation upstream near the Braintree Drive area. The team prepared a summary report of the hydraulic analysis which identified the required channel improvements and compensatory storage to reduce downstream impacts to a maximum water surface elevation increase of 0.1 feet.

Brook Drive and Centre Circle Roadway Reconstruction, Downers Grove, IL – Water Resource Engineer for the Phase I and II engineering services for the reconstruction of over 5,800 lineal feet of HMA roadway located in an industrial/commercial district that includes the main entrance to the Finley Square Mall. Mike used XPSWMM modeling to evaluate and design proposed improvements to the existing system within the project area to reduce the extent and severity of flooding and drainage problems.

Weathersfield Way/Braintree Drive Storm Sewer Rehabilitation Project, Schaumburg, IL - Project Engineer for the analysis of an approximate 600-acre watershed using XPSWMM modeling. The purpose of the study was to analyze several bypass storm sewer alternatives in order to minimize flooding at a major residential intersection. Several routing options and sewer sizes were analyzed to determine the most cost effective options. A high priority of the study was to reduce flows to existing storm sewers within side and rear yards of mature residential properties. Sewers in these areas are difficult to maintain due to impacts to mature trees, fences and landscaping. Trenchless technologies were explored to minimize private property impacts.

Professional Experience:

- Engineering Resource Associates
Project Engineer / Engineering Intern (2010-Present)
- Village of Carol Stream
Engineering Intern (2009-2010)



Erin Pande, PWS, CFM

Environmental Lead

Project Experience:

St. Joseph Creek South Stream Corridor Assessment, Downers Grove, IL – Ecological Services Director for a hydrology/hydraulic analysis and stream assessment for the St. Joseph Creek South Branch. ERA identified areas in the stream that required stabilization and identified opportunities to meander the channel and naturalize the floodplain. ERA used XPSWMM modeling to develop design alternatives that would reduce flooding elevations and frequencies through a suburban residential neighborhood. Design alternatives included replacement of four culvert crossing, expansion of flood plain storage and development of on-stream detention basins. ERA worked closely with DuPage County to include the recommended projects in their overall EPA watershed plan. This allows Downers Grove to be eligible for 319 Funding.

Stormwater Master Plan and Implementation Projects, Downers Grove, IL – Ecological Services Director led the environmental work for streambank stabilization, water quality BMP's and permitting. The master plan had the outcome of the watershed study which led to the implementation of multiple design and construction projects.

Lyman Woods Streambank Stabilization Project, Downers Grove, IL – Ecological Services Director performed assessment of streambanks, erosion identification of areas dominated by non-native invasive species, drain tile survey, wetland delineation, floristic quality and wildlife assessments and inventoried over 3,000 trees. She designed woodland and wetland restoration, bio-engineering and engineering streambank stabilization practices, prepared permitting, cost estimate and bid documents. She continues to provide vegetation monitoring and maintenance oversight for the project. Required permits included USACE, Village of Downers Grove, IDNR-OWR, Kane - DuPage SWCD and IHPA. The project received the Illinois Association of Park Districts (IAPD) Outstanding Conservation Award.

Washington Street Bridge Replacement project, Naperville, IL – Ecological Services Director for the Washington Street Bridge Replacement project. The bridge is owned by the City of Naperville. She delineated wetlands and waters of the U.S. adjacent to the bridge. The delineation will be used to acquired permits from the USACE, DuPage County and to complete the Environmental Survey Request (ESR) to IDOT.

Bliss Road Culvert, Kane County, IL – Ecological Services Director responsible for completing the environmental services for Phase I and II engineering for the replacement of the restrictive culvert on Bliss road servicing Lake Run creek. The existing culvert was significantly undersized and flood events have caused 12 inches of scour on the upstream side, erosion of the end section and embankments on the downstream side. The new culvert project improves the hydraulic efficiency, fixes the upstream scour and downstream streambank erosion.



Education/Certifications:

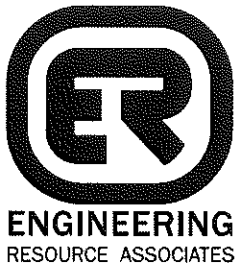
- Bachelor of Arts Major Biology, Environmental Studies & Geology Augustana College – 2001
- Professional Wetland Scientist – #1927
- Certified Floodplain Manager – IL-14-00661
- Lake County Stormwater Mgmt. Comm, Certified Wetland Specialist #C-083
- Kane County Stormwater Mgmt. Qualified Wetland Review Specialist W-049
- McHenry County Certified Wetland Specialist
- Rosgen Level I: Applied Fluvial Geomorphology

Professional Experience:

- Engineering Resource Associates Ecological Services Director/ Environmental Specialist (2004-Present)
- DuPage County Stormwater Management Division Senior Environmental Technician (2001-2004)

Years of Experience:

- 17 years, 14 with ERA



Erin Pande, PWS, CFM
Environmental Lead

Project Experience Continued:

Green Streets/Downtown Water Quality Enhancements, Downers Grove, IL – Project Manager for development of a program intended to improve a largely impervious business district through the use of BMPs to treat storm sewer discharges, and remove pollutants from impervious surface runoff. She completed a sustainable Stormwater Program to address drainage problems through rain gardens, vegetated swales, rain barrels, and downspout disconnection in residential areas. This included design of a pilot rain garden project.

Brook Drive and Centre Circle Roadway Reconstruction, Downers Grove, IL – Ecological Services Director for the Phase I and II engineering services for the reconstruction of over 5,800 lineal feet of HMA roadway located in an industrial/commercial district that includes the main entrance to the Finley Square Mall. The project also included the installation of new storm sewers and the construction of approximately 4,000 square feet of new sidewalk to meet PROWAG requirements. The project included extensive coordination with business owners to ensure access and continued delivery of materials.

Williams Road Bridge, Warrenville, IL – Williams Road Bridge was widened to alleviate upstream, flooding. ERA provided sediment erosion control plan, Wetland Impact Evaluation to IDOT and acquired permits from DuPage County, Kane/DuPage SWCD and USACE. Mitigation for wetland impacts was provided as part of the West Branch Restoration project and designed by ERA.

Native Landscape Ordinance, DuPage County, IL – Environmental Scientist assisted with the implementation of a new ordinance requiring native landscaping of detention facilities to discourage goose utilization and improve water quality. Performed plan reviews and met with permit applicants.

Glen Ellyn Road Underpass and Relief Sewer, DuPage County Division of Transportation, IL – Ecological Services Director for Phase I and II engineering services for roadway, underpass and storm relief sewer improvements to alleviate chronic flooding at the Glen Ellyn Road underpass at the CN Railroad. The improvements included replacement of an undersized storm sewer with 1,500 feet of new 60" RCP to the East Branch of the DuPage River. Special inlets were designed to accommodate the high volume of stormwater flowing to the underpass during moderate and severe storm events. The storm sewer design included the construction of a reinforced concrete junction chamber, energy dissipation, and stream bank stabilization. The project included extensive modeling using XP-SWMM and permitting for storm water, floodplain, wetland impacts and work in the railroad ROW.

Barth Pond Shoreline Stabilization, Downers Grove, IL – Ecological Services Director for the design of a shore line stabilization, water quality treatment outlet modifications, and an ADA-accessible path around Barth Pond at Patriots Park.

Special Training:

- Applied Fluvial Geomorphology, 2012
- Illinois Soil Classifiers Association - Hydric Soils, 10/2011
- Illinois Soil Classifiers Association Midwest Interim Regional Supplement for Wetland Delineation, 02/2009
- Wetland Training Institute
- Planning, Site Selection and Hydrology Models for Constructed Wetlands, 10/2007
- Biotic Consultants, Inc. Wetland Plant Identification 2000-2010
- Cold Climate Stormwater BMPs 11/2006
- Illinois Hydric Soils, 08/2002
- Institute for Wetland & Env. Education & Research Corps Wetland Delineation Manual, 09/2001

Professional Affiliations:

- Illinois Association of Floodplain and Stormwater Management
- APWA Lake Branch Education Committee Chair
- DuPage River Salt Creek Workgroup
- Conservation Foundation
- Illinois Association of Environmental Professionals
- Society of Wetland Scientists

Village of Downers Grove - Culvert Rehabilitation Design Build (SW-070-18)

MUNICIPAL REFERENCE LIST

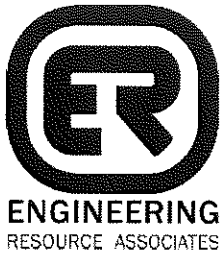
Municipality: City of Warrenville
 Address: 3s258 Manning Avenue Warrenville, IL 60555
 Contact Name: Kristine Hocking, PE, CFM Senior Civil Engineer Phone #: (630) 836-3066
 Name of Project: Mack Road Bridge Replacement
 Contract Value: \$563,648 Date of Completion: 2017

Municipality: McHenry County DOT
 Address: 16111 Nelson Road, Woodstock, IL 60098
 Contact Name: Benjamin A Redding, P.E., ENV SP, Phone #: (815) 334-4980
LEED Green Associate Design Manager
 Name of Project: On-Call Structural QA/QC Services
 Contract Value: \$35,000 Date of Completion: 2017-2018

Municipality: City of Naperville
 Address: 400 South Eagle Street Naperville, IL 60566-7020
 Contact Name: Andy Hynes, Project Engineer Phone #: (630) 420-6100
 Name of Project: Royal St. George Culvert Replacement Project
 Contract Value: \$35,000 Date of Completion: 2012

Municipality: Village of Bensenville
 Address: 717 East Jefferson Street Bensenville, Illinois 60106
 Contact Name: Mehul Patel, Assistant Director of Public Works Phone #: (630) 350-3434
 Name of Project: George Street Culvert Improvements
 Contract Value: \$30,000 Date of Completion: 2016

Municipality: Kane County Division of Transportation
 Address: 41W011 Burlington Road, St. Charles, IL 60175
 Contact Name: Jennifer O'Connell, Senior Project Manager Phone #: 630-584-1170
 Name of Project: Bliss Road Culvert over Lake Run Improvements
 Contract Value: \$178,202 Date of Completion: 2017- on going



Technical Proposal

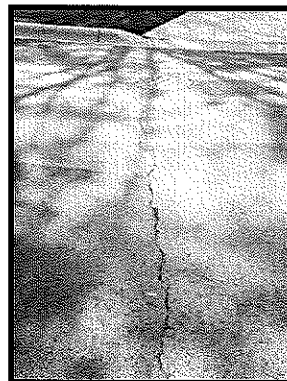
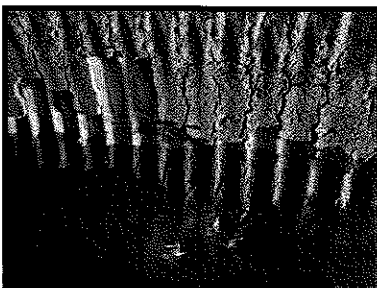
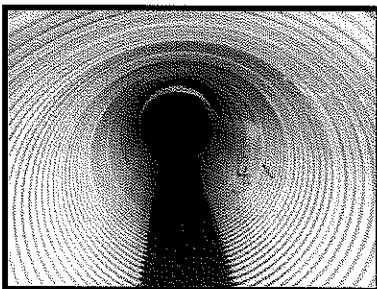
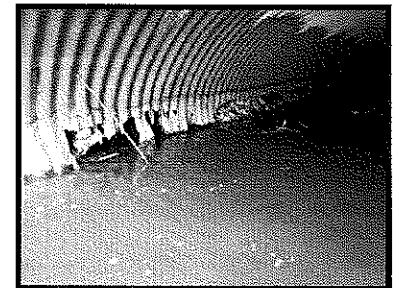
Proposal Inspection Process

Prior to construction, ERA and Martem will perform de-watering of each culvert and have them completely inspected and surveyed. It will be necessary to understand the amount of section loss at each CMP, as well as the inverts and diameter of the internal pipes, if re-lining the pipes is chosen. Based upon initial inspection, it will be shown throughout this proposal that replacement will be the best option for the CMP culverts. Preliminary inspection of each culvert, as described below and shown in pictures, has revealed potential structural failure of the CMP culverts, with signs already showing through to the road.

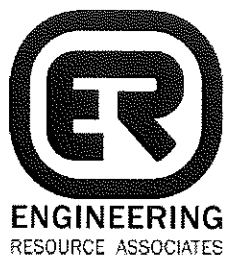
Proposed Design of Improvements

Barneswood Drive Culvert - The downstream side consists of a Cast-in-Place (CIP) end section and Weir system. The water feeds into a 60"x38" CMP and a 48" CMP pipe. Both pipes on the downstream side are in severe condition with the bottoms of the structures are at 100% section loss due to age, and exposure of deicing chemicals. Additionally, both pipes are displaying distortion. As these culverts continue to distort this will result in a sink hole above.

Due to the advanced state of deterioration we have proposed two alternatives for this culvert; (1) relining the 48" and 60x38" CMP pipe culverts; and (2) full replacement of these pipes. A second alternative is presented encase effective repairs cannot be made to the culvert due to its poor condition. The 60"x38" Elliptical RCP on the upstream side will remain and be rehabilitated to fix the joints in the pipe. Modifications to the end sections will be done to fit the new pipes. Full end section replacement is not anticipated.



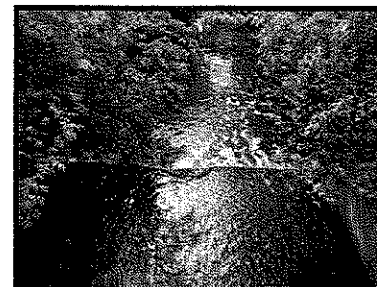
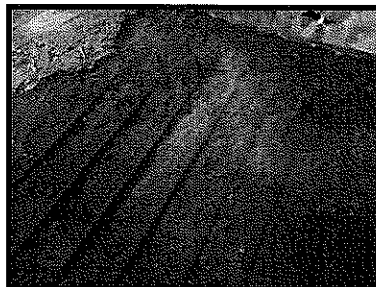
Saratoga Drive Culvert - The 60" CMP under the roadway is severe condition with the bottoms of the structure is completely corroded through. The pipe under the roadway has already been repaired when the 60" CMP was extended to the East with a new headwall. This repair has completely deteriorated. The 60" CMP has lost its structural integrity and needs to be replaced before sink holes start to occur. Roadway has a significant longitudinal crack over the culvert. Due to the advanced state of deterioration we have proposed two alternatives for this culvert; (1) relining the 60" CMP pipe culvert; and (2) full replacement of these pipes. A second alternative is presented encase effective repairs cannot be made to the culvert due to its poor condition. The new extension on the East side will remain along with the new



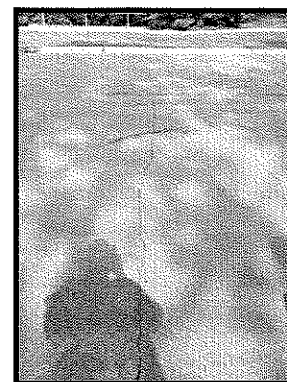
Technical Proposal

headwall. The 91"x58" Elliptical RCP culvert on the west side will be rehabilitated to fix the joints. Modifications to the cast-in-place (CIP) junction chamber will be done to fit the new pipe but nothing is anticipated. Full end section replacement is not anticipated.

Springside Avenue Culvert - The dual 8'-0" x 6'-0" cast-in-place box culverts are in poor condition. The bottom of the south culvert has severely deteriorated and the bottom slab reinforcement bars are exposed. The culvert has up to 30% section loss of concrete. This is most likely from a poor mix design, exposure to deicing chemicals and high velocities from the 6-ft diameter pipe



coming from the north. Additionally, there is over 2-ft of scour on the downstream end section. The downstream scour can be a result of an undersized culvert. There is a structure located downstream in the same neighborhood that is a triple 9'-0" x 5'-0" box culvert (SN 022-6351). The box culvert has spalling in the top slab, center wall and exterior walls at the construction joint. Due to the advance deterioration of the culvert, it is our recommendation to replace the culvert instead of repairing because repairing it will not fix the cause of the downstream scour. Additionally, patching materials will not provide a 50-year design life. Patching materials typically do not have a long-life span because the patching materials need to act similar to host material to prevent debonding. The roadway has a longitudinal crack over the culvert.



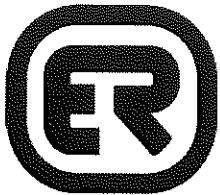
Anticipated Permits Required

ERA will complete permit application forms and provide background materials, plans and exhibits for the following regulatory agencies:

- 1) Village of Downers Grove
- 2) US Army Corp of Engineers (Replacement Option Only)
- 3) Kane-DuPage Soil & Water Conservation District (Replacement Option Only)
- 4) IDNR-OWR (Replacement Option Only)
- 5) IDOT (Replacement Option Only, Only if Cast-in-Place structure exceeds 20' in width)
- 6) NPDES ILR10 Coverage

Proposed Means and Methods for Construction

Construction methods will be in accordance with the IDOT Standard Specifications for Road & Bridge Construction and all applicable local codes. The re-lining process will be in accordance with the manufacture's recommendations.



ENGINEERING
RESOURCE ASSOCIATES

Technical Proposal

Proposed Project Schedule

See following pages

Project Challenges

Inspection of the proposed design/build project led our team to believe that each culvert requires replacement rather than rehabilitation. Certain portions of the proposed project are relatively new and can be salvaged, which has been shown in our base bid, but using good engineering judgement it may be shown that the culverts that are in place are undersized. If this is the case, there may be better or more value engineered solutions than what is shown in this proposal. If the replacement option is chosen, a preliminary phase I hydraulics will be completed and the best solutions, hydraulically and economically will be determined. Since it is not prudent to budget for unknown circumstances, the base bid reflects only the replacement of the culverts assuming they are to be replaced in kind.

Replacement of the culverts will require submittal to several permitting agencies for review. This will increase the timeline of the construction substantially. It would be assumed (see project schedule), that construction would not be able to take place in the 2018 construction year for any replacement work. It is also our assumption that submitting to these agencies will not be necessary for "maintenance" of the culverts or re-lining. This would allow the re-lining culverts, Alternatives 1, potentially completed this calendar year. It is assumed that the hydraulics will need to be completed for the re-lined culverts, but no change will occur to the high water level.

Alternatives 1 for Barneswood Dr. and for Saratoga Ave. have significant challenges in achieving the requested lifespan of 50 years. The contracted re-lining expert on our team has the following concerns: complete section loss throughout the bottom of the CMP's, observed sink holes in the area by Village Staff, bends in the layout of the pipes, changing material from CMP to RCP, and the lack of survey along the length of the internal invert of each CMP. Extra work will be necessary to complete the re-lining of the CMP's, if upon further review of the culverts, any one of the listed concerns is present. This could include jacking the existing CMP up, to allow for the relining pipe to slip through.

VILLAGE OF DOWNERS GROVE - CULVERT REHABILITATION DESIGN BUILD

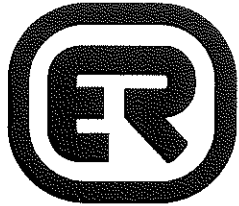
ALTERNATE A - WORK ITEM	2018											
	June	July	August	September	October	November	December					
PHASE I, II ENGINEERING & CONSTRUCTION												
1 Local Agency Agreement and Preliminary Engineering Services	■											
2 Notice to Proceed (NTP), Project Team Kick-off, Data Collection	■											
3 Meetings & Coordination	■											
5 Topographic, Route, Channel Survey		■										
17 Final Structural Drawings		■	■									
18 Submit to Village of Downers Grove			■									
19 Governmental Reviews				■								
22 Design Approval & Construction					■							

■ Indicates Consultant Work Time

■ Indicates Agency Review Time

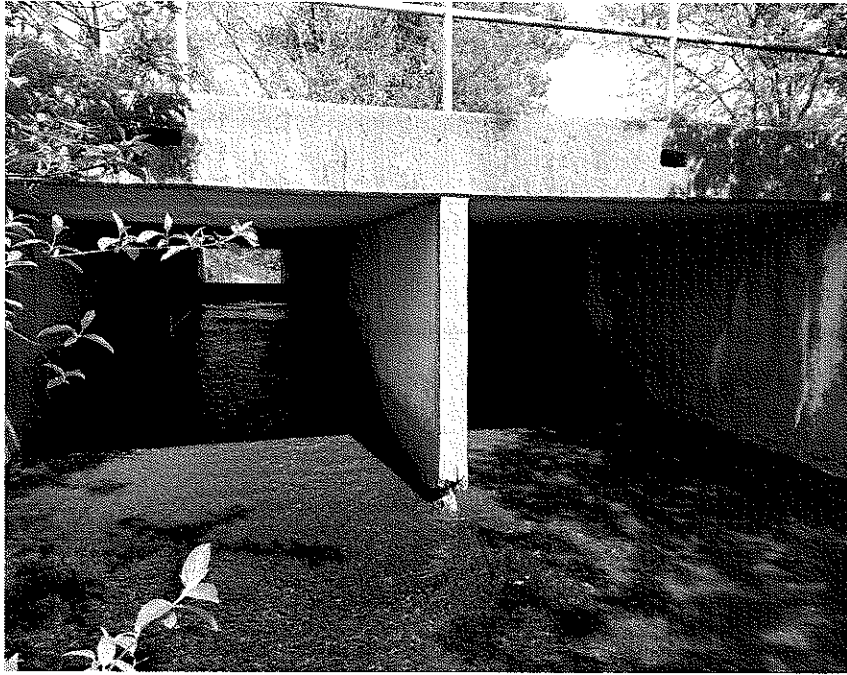
Capacity to Perform the Work

We have reviewed the scope, project magnitude, and the anticipated schedule for design services for the Culvert Rehabilitation project and together with other current and anticipated projects. We hereby state that we have the capacity and the available personnel, equipment, and resources available to complete the project on time and within budget.



ENGINEERING
RESOURCE ASSOCIATES

MARTAM
CONSTRUCTION Inc.



Cost Proposal for:

Culvert Rehabilitation Design Build (SW-070-18)

Prepared for:

Village of Downers Grove
ATTN: Mr. Jim Tock
Engineering Manager
5101 Walnut Avenue
Downers Grove, IL 60515

Due: May 31, 2018 at 10 am

Table of Contents:

(Prime) Construction Team

Cost Proposal
Unit Price

Design Team

Cost Proposal Phase I, II & III
Hourly Rates

(Prime) Construction

Primary Contact:

David Holland
Construction Project Manager
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Robert@martam.com

Design Primary Contact:

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Design Project Manager
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Warrenville, IL 60555
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NVarchetto@eraconsultants.com

TOTAL PROJECT COST SUMMARY
 DOWNERS GROVE CULVERT REPLACEMENT
 PHASE I, II III

Prepared for : Martem Construction Inc.
 Prepared By: ERA Consultants

TOTAL PROJECT COST SUMMARY		
	Saratoga Avenue	COST
1.00	ENGINEERING FEE (PHASE I, II, & III)	\$ 60,100.00
2.00	CONSTRUCTION COST	\$ 168,000.00
3.00	PERMIT FEES	\$ 11,500.00
Saratoga Avenue Project Total (Includes 20% Construction Contingency)=		\$ 239,600.00

	Barneswood Drive	COST
1.00	ENGINEERING FEE (PHASE I, II, & III)	\$ 60,100.00
2.00	CONSTRUCTION COST	\$ 276,000.00
3.00	PERMIT FEES	\$ 11,500.00
Barneswood Drive Project Total (Includes 20% Construction Contingency)=		\$ 347,600.00

	Springside Avenue	COST
1.00	ENGINEERING FEE (PHASE I, II, & III)	\$ 126,400.00
2.00	CONSTRUCTION COST	\$ 714,000.00
3.00	PERMIT FEES	\$ 11,500.00
Springside Avenue Project Total (Includes 20% Construction Contingency)=		\$ 851,900.00

Base Bid Project Total =	\$ 1,439,100.00
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ALTERNATE COST SUMMARY		
	Saratoga Avenue	COST
1.00	ENGINEERING FEE (PHASE I, II, & III)	\$ 36,700.00
2.00	CONSTRUCTION COST	\$ 143,000.00
3.00	PERMIT FEES	\$ 11,500.00
Alternate 1 Saratoga Avenue Project Total (Includes 20% Construction Contingency) =		\$ 191,200.00

	Barneswood Drive	COST
1.00	ENGINEERING FEE (PHASE I, II, & III)	\$ 36,700.00
2.00	CONSTRUCTION COST	\$ 235,000.00
3.00	PERMIT FEES	\$ 11,500.00
Alternate 1 Barneswood Drive Project Total (Includes 20% Construction Contingency) =		\$ 283,200.00

Alt. Saratoga Ave. w/ Alt. Barneswood Dr. & Base Springside Avenue =	\$ 1,326,300.00
Alt. Saratoga Ave. w/ Base Barneswood Dr. & Base Springside Avenue =	\$ 1,390,700.00
Base Saratoga Ave. w/ Alt. Barneswood Dr. & Base Springside Avenue =	\$ 1,374,700.00

**PRELIMINARY COST ESTIMATES FOR SARATOGA CULVERT REPLACEMENT/ REHABILITATION
CITY OF DOWNERS GROVE
FULL ROADWAY CLOSURE**

ALTERNATIVE #1 -RELINING 60" CMP

Pay Item #	Description	Unit	Quantity	Unit Price	Cost
28000510	INLET FILTERS	EACH	2	250.00	500.00
67100100	MOBILIZATION	LSUM	1	10000.00	10000.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	12000.00	12000.00
X0301852	DEWATERING STRUCTURE NO. 1	EACH	1	16500.00	16500.00
	RELINING 60" CMP PIPE CULVERT	FOOT	110	675.00	74250.00
	PARKWAY RESTORATION - SOD	SQ YD	100	12.00	1200.00
	CONSTRUCTION LAYOUT, STAKING, AS-BUILTS	L SUM	1	3000.00	3000.00
	CONCRETE WASHOUT	L SUM	1	1500.00	1500.00
SUBTOTAL					\$118,950
20% Contingency =					\$23,790
Total Cost =					\$143,000

Base Bid -60" CMP REPLACEMENT WITH 60" RCP (CAST-IN-PLACE TO END SECTIONS TO REMAIN)

Pay Item #	Description	Unit	Quantity	Unit Price	Cost
20101100	TREE TRUNK PROTECTION	EACH	3.00	\$250	\$750.00
20101700	SUPPLEMENTAL WATERING	EACH	1.00	\$300	\$300.00
28000400	PERIMETER EROSION BARRIER	FOOT	375.00	\$4	\$1,500.00
28000510	INLET FILTERS	EACH	2.00	\$250	\$500.00
31100300	SUBBASE GRANULAR MATERIAL, TYPE A 4"	SQ YD	71.85	\$18	\$1,293.26
35100500	AGGREGATE BASE COURSE, TYPE A 6"	SQ YD	71.85	\$22	\$1,580.66
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	37.33	\$29	\$1,082.67
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	9.77	\$325	\$3,174.22
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	5.86	\$365	\$2,138.94
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ. FT.	230.94	\$8	\$1,847.52
44000100	PAVEMENT REMOVAL	SQ. YD.	646.63	\$15	\$9,699.48
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	46.19	\$10	\$461.88
44000600	SIDEWALK REMOVAL	SQ. FT.	230.94	\$3	\$692.82
50105220	PIPE CULVERT REMOVAL	FOOT	110.00	\$35	\$3,850.00
550A0210	STORM SEWERS, CLASS A, TYPE 1 - 60"	FOOT	110.00	\$562	\$61,820.00
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	46.19	\$39	\$1,801.33
67100100	MOBILIZATION	LSUM	1.00	\$10,000	\$10,000.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1.00	\$12,000	\$12,000.00
X0301852	DEWATERING STRUCTURE NO. 1	EACH	1.00	\$16,500	\$16,500.00
	PARKWAY RESTORATION - SOD	SQ YD	277.78	\$12	\$3,333.33
	CONSTRUCTION LAYOUT, STAKING, AS-BUILTS	L SUM	1.00	\$4,000	\$4,000.00
	CONCRETE WASHOUT	L SUM	1.00	\$1,500	\$1,500.00
SUBTOTAL					\$139,826
20% Contingency =					\$27,966
Total Cost =					\$168,000

**PRELIMINARY COST ESTIMATES FOR BARNESWOOD CULVERT REPLACEMENT/ REHABILITATION
CITY OF DOWNERS GROVE
FULL ROADWAY CLOSURE**

ALTERNATIVE #1 - RELINING THE 48" CMP AND 60"X36" ELLIPTICAL CMP

Pay Item #	Description	Unit	Quantity	Unit Price	Cost
28000510	INLET FILTERS	EACH	2	\$250	\$500
67100100	MOBILIZATION	LSUM	1	\$12,000	\$12,000
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	\$16,000	\$16,000
X0301852	DEWATERING STRUCTURE NO. 1	EACH	1	\$16,500	\$16,500
	RELINING 48" CMP PIPE CULVERT	FOOT	160	\$562	\$89,920
	RELINING 60"X36" ELLIPTICAL CMP	FOOT	75	\$685	\$51,375
	PARKWAY RESTORATION - SOD	SQ YD	125	\$12	\$1,500.00
	CONSTRUCTION LAYOUT, STAKING, AS-BUILTS	L SUM	1	\$6,000	\$6,000.00
	CONCRETE WASHOUT	L SUM	1	\$1,500	\$1,500.00
SUBTOTAL					\$195,295
20% Contingency =					\$39,059
Total Cost =					\$235,000

Base Bid - RCP REPLACEMENT (CAST-IN-PLACE TO END SECTIONS TO REMAIN)

Pay Item #	Description	Unit	Quantity	Unit Price	Cost
20101100	TREE TRUNK PROTECTION	EACH	2	\$250	\$500
20101700	SUPPLEMENTAL WATERING	EACH	1	\$300	\$300
28000400	PERIMETER EROSION BARRIER	FOOT	375	\$4	\$1,500
28000510	INLET FILTERS	EACH	2	\$250	\$500
31100300	SUBBASE GRANULAR MATERIAL, TYPE A 4"	SQ YD	243	\$8	\$1,944
35100500	AGGREGATE BASE COURSE, TYPE A 6"	SQ YD	243	\$12	\$2,916
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	45	\$29	\$1,315
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	33	\$325	\$10,736
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	20	\$365	\$7,234
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ. FT.	643	\$8	\$5,146
44000100	PAVEMENT REMOVAL	SQ. YD.	2,187	\$12	\$26,244
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	129	\$10	\$1,286
44000600	SIDEWALK REMOVAL	SQ. FT.	643	\$3	\$1,930
50105220	PIPE CULVERT REMOVAL	FOOT	235	\$25	\$5,875
542A0253	PIPE CULVERTS, CLASS A, TYPE 1 48"	FOOT	160	\$373	\$59,680
550A4710	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 48"	FOOT	75	\$478	\$35,850
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	129	\$32	\$4,117
67100100	MOBILIZATION	LSUM	1	\$12,000	\$12,000
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	\$16,000	\$16,000
X0301852	DEWATERING STRUCTURE NO. 1	EACH	1	\$16,500	\$16,500
X2200018	ORNAMENTAL FENCE	FOOT	20	\$325	\$6,500
	PARKWAY RESTORATION - SOD	SQ YD	375	\$12	\$4,500.00
	CONSTRUCTION LAYOUT, STAKING, AS-BUILTS	L SUM	1	\$6,000	\$6,000.00
	CONCRETE WASHOUT	L SUM	1	\$1,500	\$1,500.00
SUBTOTAL					\$229,272
20% Contingency =					\$45,855
Total Cost =					\$276,000

**PRELIMINARY COST ESTIMATES FOR SPRINGSIDE CULVERT REPLACEMENT
CITY OF DOWNERS GROVE
FULL ROADWAY CLOSURE**

BOX CULVERT REPLACEMENT WITH CAST END PLACE END SECTIONS

Pay Item #	Description	Unft	Quantity	Unit Price	Cost
20101100	TREE TRUNK PROTECTION	EACH	3	\$250	\$750
20101700	SUPPLEMENTAL WATERING	EACH	1	\$300	\$300
28100107	STONE RIPRAP, CLASS A4	SQ. YD.	24	\$129	\$3,153
28200200	FILTER FABRIC	SQ. YD.	24	\$5	\$122
28000400	PERIMETER EROSION BARRIER	FOOT	400	\$4	\$1,600
28000510	INLET FILTERS	EACH	2	\$250	\$500
31100300	SUBBASE GRANULAR MATERIAL, TYPE A 4"	SQ YD	156	\$16	\$2,489
35100500	AGGREGATE BASE COURSE, TYPE A 6"	SQ YD	156	\$20	\$3,111
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	37	\$29	\$1,083
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	21	\$315	\$6,661
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	13	\$345	\$4,377
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ. FT.	500	\$8	\$4,000
44000100	PAVEMENT REMOVAL	SQ. YD.	156	\$19	\$2,956
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	100	\$10	\$1,000
44000600	SIDEWALK REMOVAL	SQ. FT.	500	\$3	\$1,500
50100100	REMOVAL OF EXISTING STRUCTURES	EACH	1	\$36,000	\$36,000
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	31,650	\$1.80	\$56,970
54003000	CONCRETE BOX CULVERTS	CU. YD.	211.0	\$1,450	\$305,950
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	100	\$39	\$3,900
67100100	MOBILIZATION	LSUM	1	\$36,000	\$36,000
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	\$28,000	\$28,000
X0301852	DEWATERING STRUCTURE NO. 1	EACH	1	\$16,500	\$16,500
X0322127	MEMBRANE WATERPROOFING FOR BURIED STRUCTURES	SQ. YD.	208	\$59	\$12,259
X2200013	ORNAMENTAL FENCE	FOOT	50	\$265	\$13,250
	PARKWAY RESTORATION - SOD	SQ YD	222	\$12	\$2,666.67
	CONSTRUCTION LAYOUT, STAKING, AS-BUILTS	L SUM	1	\$9,000	\$9,000.00
	CONCRETE WASHOUT	L SUM	1	\$1,500	\$1,500.00
	STRUCTURE EXCAVATION	CU. YD.	550	\$28	\$15,400.00
	POUROUS GRANULAR BACKFILL	CU. YD.	550	\$43	\$23,650.00

Alt.#1 Precast 8'x6' w/CIP End Section Deduct \$60,000

SUBTOTAL \$594,647
20% Contingency = \$118,930
Total Cost = \$714,000

ENGINEERING FEE SCHEDULE
 DOWNERS GROVE CULVERT REPLACEMENT
 PHASE I, II III

Prepared for : Martem Construction Inc.
 Prepared By: ERA Consultants

BASE BID		
Saratoga Avenue		COST
1.00	PHASE I	
1.01	-Hydraulic Report	\$ 15,000.00
1.02	-Topographic Survey	\$ 7,200.00
1.03	-Field Inspections	\$ 2,200.00
1.04	-Wetland Delineation	\$ 4,500.00
2.00	PHASE II	
2.01	-Design Plans (RCP Culverts, Roadway Plans)	\$ 14,000.00
2.02	-Field Inspections	\$ 2,200.00
3.00	PHASE III	
3.01	-Construction Inspection	\$ 15,000.00
Saratoga Avenue Project Total =		\$ 60,100.00

Barneswood Drive		COST
1.00	PHASE I	
1.01	-Hydraulic Report	\$ 15,000.00
1.02	-Topographic Survey	\$ 7,200.00
1.03	-Field Inspections	\$ 2,200.00
1.04	-Wetland Delineation	\$ 4,500.00
2.00	PHASE II	
2.01	-Design Plans (RCP Culverts, Roadway Plans)	\$ 14,000.00
2.02	-Field Inspections	\$ 2,200.00
3.00	PHASE III	
3.01	-Construction Inspection	\$ 15,000.00
Barneswood Drive Project Total =		\$ 60,100.00

Springside Avenue		COST
1.00	PHASE I	
1.01	-Hydraulic Report	\$ 15,000.00
1.02	-Topographic Survey	\$ 8,500.00
1.03	-Field Inspections	\$ 2,200.00
1.04	-Wetland Delineation	\$ 4,500.00
2.00	PHASE II	
2.01	-Culvert Plans (Cast-In-Place Culvert)	\$ 51,000.00
	-Roadway Plans	\$ 13,000.00
2.02	-Field Inspections	\$ 2,200.00
3.00	PHASE III	
3.01	-Construction Inspection	\$ 30,000.00
Barneswood Drive Project Total =		\$ 126,400.00

COST SUMMARY - TASKS & DESCRIPTIONS	
Saratoga Avenue	\$ 60,100.00
Barneswood Drive	\$ 60,100.00
Springside Avenue	\$ 126,400.00

Base Bid Project Total (Engineering Fees) =	\$ 246,600.00
--	----------------------

ENGINEERING FEE SCHEDULE
 DOWNERS GROVE CULVERT REPLACEMENT
 PHASE I, II III

Prepared for : Martem Construction Inc.
 Prepared By: ERA Consultants

ALTERNATE BID		
Saratoga Avenue		COST
1.00	PHASE I	
1.01	-Hydraulic Report	\$ 9,000.00
1.02	-Topographic Survey	\$ 4,000.00
1.03	-Field Inspections	\$ 2,200.00
2.00	PHASE II	
2.01	-Design Plans (RCP Culverts, Roadway Plans)	\$ 8,000.00
2.02	-Field Inspections	\$ 1,500.00
3.00	PHASE III	
3.01	-Construction Inspection	\$ 12,000.00
Saratoga Avenue Alternate 1 Project Total =		\$ 36,700.00

Barneswood Drive		COST
1.00	PHASE I	
1.01	-Hydraulic Report	\$ 9,000.00
1.02	-Topographic Survey	\$ 4,000.00
1.03	-Field Inspections	\$ 2,200.00
2.00	PHASE II	
2.01	-Design Plans (RCP Culverts, Roadway Plans)	\$ 8,000.00
2.02	-Field Inspections	\$ 1,500.00
3.00	PHASE III	
3.01	-Construction Inspection	\$ 12,000.00
Barneswood Drive Alternate 1 Project Total =		\$ 36,700.00

ALTERNATIVE COST SUMMARY - TASKS & DESCRIPTIONS	
Saratoga Avenue	\$ 36,700.00
Barneswood Drive	\$ 36,700.00

*** IF ALTERNATE IS CHOSEN, IT SHALL REPLACE THE BASE BID ENGINEERING FEE.

ENGINEERING FEE SCHEDULE
 DOWNERS GROVE CULVERT REPLACEMENT
 PHASE I, II III

Prepared for : Martem Construction Inc.
 Prepared By: ERA Consultants

PERMIT FEES		
	Saratoga Avenue	COST
1.00	Village of Downers Grove	\$ 4,000.00
2.00	US Army Corp of Engineers	\$ 1,500.00
3.00	IDNR-OWR	\$ 5,000.00
3.00	NPDES ILR10	\$ 250.00
4.00	Kane-DuPage Soil & Water Conservation District	\$ 750.00
	Saratoga Avenue Permit Fees =	\$ 11,500.00

	Barneswood Drive	COST
1.00	Village of Downers Grove	\$ 4,000.00
2.00	US Army Corp of Engineers	\$ 1,500.00
3.00	IDNR-OWR	\$ 5,000.00
3.00	NPDES ILR10	\$ 250.00
4.00	Kane-DuPage Soil & Water Conservation District	\$ 750.00
	Barneswood Drive Permit Fees =	\$ 11,500.00

	Springside Avenue	COST
1.00	Village of Downers Grove	\$ 4,000.00
2.00	US Army Corp of Engineers	\$ 1,500.00
3.00	IDNR-OWR	\$ 5,000.00
3.00	NPDES ILR10	\$ 250.00
4.00	Kane-DuPage Soil & Water Conservation District	\$ 750.00
	Springside Drive Permit Fees =	\$ 11,500.00

COST SUMMARY - TASKS & DESCRIPTIONS		
Saratoga Avenue		\$ 11,500.00
Barneswood Drive		\$ 11,500.00
Springside Avenue		\$ 11,500.00

Exhibit 2
Engineering Resource Associates, Inc.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

<i>Staff Category</i>	<i>Hourly Billing Rate</i>
Professional Engineer VI	\$236.00
Professional Engineer V	\$215.00
Professional Engineer IV	\$182.00
Professional Engineer III	\$146.00
Professional Engineer II	\$131.00
Professional Engineer I	\$110.00
Structural Engineer VI	\$236.00
Structural Engineer III	\$144.00
Staff Engineer III	\$104.00
Staff Engineer II	\$93.00
Staff Engineer I	\$89.00
Engineering Intern III	\$53.00
Engineering Intern II	\$40.00
Engineering Intern I	\$37.00
Engineering Technician V	\$120.00
Engineering Technician IV	\$102.00
Engineering Technician III	\$82.00
Engineering Technician II	\$56.00
Engineering Technician I	\$38.00
Environmental Director	\$193.00
Environmental Specialist III	\$137.00
Environmental Specialist II	\$110.00
Environmental Specialist I	\$89.00
Professional Surveyor II	\$168.00
Professional Surveyor I	\$137.00
Surveyor IV	\$88.00
Surveyor III	\$79.00
Surveyor II	\$69.00
Surveyor I	\$46.00
GIS/Public Outreach	\$82.00
Administrative Director	\$147.00
Administrative Staff IV	\$98.00
Administrative Staff III	\$85.00
Administrative Staff II	\$70.00
Administrative Staff I	\$62.00

Direct Costs will be billed at their actual rate incurred plus ten (10%) percent.

MARTAM CONSTRUCTION, INC.

General Contractors & Engineers



Village of Downers Grove Culvert Rehabilitation Design Build (SW-070-18)

July 6th, 2018

Village of Downers Grove
Engineering Department
5101 Walnut Avenue
Downers Grove, Illinois 60515
Attention: Mr. Jim Tock

Subject: Culvert Rehabilitation Design Build (SW-070-18); RFP-0-29-2018/TT
Cost Proposal Update

Dear Mr. Tock:

Martam / ERA is pleased to submit this updated cost proposal to you for the work pertaining to the RFP-0-29-2018/TT submitted on May 31, 2018.

Martam's Technical and Cost Proposals for its Alternate Bids (culvert rehabilitation) remain unchanged.

Below is an update and clarification of Martam's Technical and Cost Proposals for its Base Bids (culvert pipe replacement).

1. Technical and Cost Proposals submitted for Saratoga Avenue remain unchanged. Martam acknowledges \$40,194 associated with this location is a contingency that is not part of the not-to-exceed fee and is to be billed for items only approved in writing by the Village.
2. Technical and Cost Proposals submitted for Barneswood Drive remain unchanged with the following exception:
 - a. Box Culvert Alternate: Martam and the Village have discussed an alternate for this location that includes replacing the existing two separate culvert pipes (60"x38" and 48") with one 7'x4' box culvert. If the Village opts for this alternate, the total not-to-exceed cost for the Barneswood Drive location will be increased by \$66,728.
Martam acknowledges \$58,748 associated with this location is a contingency that is not part of the not-to-exceed fee and is to be billed for items only approved in writing by the Village, including but not limited to the Box Culvert Alternate.

MARTAM CONSTRUCTION, INC.

General Contractors & Engineers



3. Technical and Cost Proposals submitted for Springside Avenue remain unchanged with the following exception:

a. Martam acknowledges the Village has elected to remove the construction portion from the scope of work. Martam acknowledges they will submit plans, specifications and an engineer's estimate to the Village at the 50%, 90% and 100% design phases for Village comment. Martam's proposed engineering and permitting costs remains unchanged.

Martam acknowledges \$25,280 associated with this location is a contingency that is not part of the not-to-exceed fee and is to be billed for items only approved in writing by the Village.

The total not-to-exceed cost for all proposed Base Bid work is \$650,198, which shall be paid in full to Martam for designing, permitting and constructing the work. The total not-to-exceed amount will be reduced if the Village chooses to eliminate portions of the Base Bid proposals from the scope of work, if a portion of the Base Bid is replaced with a proposed Alternate Bid, i.e. culvert pipe rehabilitation, or if the scope of work is changed to an agreed-upon, more cost-effective alternative yet to be determined.

Martam acknowledges a total of \$124,222 associated with this contract is a contingency that is not part of the not-to-exceed fee and is to be billed for items only approved in writing by the Village.

Sincerely,

Martam Construction, Inc.

A handwritten signature in black ink, appearing to read 'R. Kutrovatz', with a large flourish extending to the right.

Robert Kutrovatz
President

CC: Nick Varchetto, ERA



Village of Downers Grove

Contractor Evaluation

Contractor: Martam Construction, Inc.

Project: Washington Storm Sewer Improvements – SW-065

Primary Contact: Emsi Oshana Phone: 847-608-6800

Time Period: August 2011 – November 2011

On Schedule (allowing for uncontrollable circumstances) yes no

Provide details if early or late completion: Contractor did not begin on project immediately but completed the project in a timely manner.

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

Difficulties / Positives: Construction of project completed satisfactorily. Overall project management/scheduling of project was somewhat inefficient, but completion of the project was not affected.

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: Nate Hawk

Date: 11/9/11



Village of Downers Grove

Contractor Evaluation

Contractor: Martam Construction, Inc.

Project: Davis St Storm Sewer Improvements – SW-066

Primary Contact: Emsi Oshana Phone: 847-608-6800

Time Period: September 2011 – November 2011

On Schedule (allowing for uncontrollable circumstances) yes no

Provide details if early or late completion: Parkway restoration completed roughly one week past completion date. Crew worked efficiently and in poor weather; however, Martam began the project two weeks behind schedule.

Change Orders (attach information if needed): Yes, for adding sidewalk and B6.12 curb and gutter to project scope.

Difficulties / Positives: Started project late / Crew was very respectful of residents' needs, maintained site cleanliness and dust control very well; performed quality work and was very responsive to Engineer.

Interaction with public:

excellent good average poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

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

Reviewers: Jim Tock

Date: 11/22/11