

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
FEBRUARY 8, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
2011 Water Main Survey (CIP Projects WA-017, WA-018, WA-023, WA-024, WA-025, WA- 026, WA-035)	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the 2011 Water Main Survey to Thomson Surveying, Ltd. of Rosemont, Illinois in the amount of \$15,679.00.

STRATEGIC PLAN ALIGNMENT

The Goals for 2011 to 2018 identified *Top Quality Infrastructure* and *Exceptional Municipal Services*.

FISCAL IMPACT

The FY11 budget includes \$50,000 in the Water Fund for this project.

RECOMMENDATION

Approval on the February 8, 2011 consent agenda.

BACKGROUND

The purpose of this contract is to obtain survey information that the Engineering Division will use to prepare contract plans for the ten (10) street locations where watermain replacement is planned to occur in 2012. Proposals were solicited from nine pre-qualified consultants, with eight firms responding. The submitting firms and their associated proposed fees are as follows:

Consultant	Total Cost
Thomson Surveying, Ltd.	\$15,679.00
CM Lavoie & Associates, Inc.	\$18,700.00
M. Gingerich Gereaux & Associates	\$22,550.00
V3 Companies	\$25,500.00
Engineering Resource Associates, Inc.	\$27,500.00
Hampton, Lenzini, & Renwick, Inc.	\$32,430.00
Robinson Engineering, Ltd	\$39,872.00
Trotter & Associates, Inc	\$55,700.00

After reviewing the proposals, Thomson Surveying, Ltd. was identified as the lowest bidder and the firm that best met the needs of the Village. Thomson Surveying, Ltd. has been both a contractor and sub-contractor on previous Village projects and has satisfactorily performed the work.

ATTACHMENTS

Contractor Evaluation Form
Contract Documents



Village of Downers Grove

Consultant Evaluation

Consultant: Thomson Surveying, Ltd.

Project: 39th St. Topographic Survey

Primary Contact: David Sporina Phone: 847-318-9790

Time Period: July/August, 2010

On Schedule (allowing for uncontrollable circumstances) ☒ yes ☐ no

Provide details if early or late completion: _____

Change Orders (attach information if needed): None

Difficulties / Positives:

Thomson's crew was very efficient and thorough. We received a significant number of data points, which were useful in our analysis.

Interaction with public:

☒ excellent ☐ good ☐ average ☐ poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

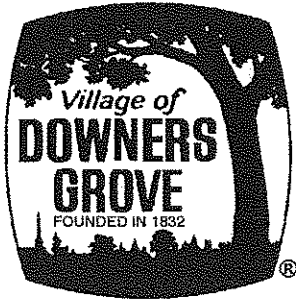
☒ Well Satisfied ☐ Satisfied ☐ Not Satisfied

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

Reviewers: Jeff Loster

Andy Sikich

Date: 01/11/2011



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Thomson Surveying, Ltd.

Project Name: 2011 Water Main Survey
Proposal No.: N/A
Proposal Due: January 17, 2011 @ 10:00 A.M.
Pre-Proposal Conference: None

Required of Awarded Contractor:

Certificate of Insurance: YES

Legal Advertisement Published: 1/3/2011
Date Issued: 1/2/2011
This document consists of 23 pages.

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

SCOTT A VASKO
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM 1

PROPOSAL: 2011 Water Main Survey

PROPOSAL OPENING: January 17, 2011

ADDENDUM NO.: 1

PROPOSER: Thomson Surveying LTD

ADDRESS: 9575 W. Higgins Rd. Rosemont IL 60018

RECEIVED BY: David Spolina
(NAME)

[Signature]
(SIGNATURE)

DATE: 1.12.11

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works, 5101 Walnut, Downers Grove, IL 60517.

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

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

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

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

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

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to 1/17/2011 @ 10:00 A.M.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Scott A Vasko, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

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

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

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

- 4.1 The Village of Downers Grove 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 proposal will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

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

6. USE OF VILLAGE'S NAME

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

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This

Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

8. NONDISCRIMINATION

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

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

8.2 It is unlawful to discriminate on the basis of race, color, 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 1264, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

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

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or

any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

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

10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

11. DRUG FREE WORK PLACE

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

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

place.

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

12. PATRIOT ACT COMPLIANCE

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

13. INSURANCE REQUIREMENTS/INDEMNIFICATION

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this agreement and for which the Proposer may legally liable:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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- 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.
- 13.4 In addition to required insurance coverages, the Proposer shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Proposer or any sub-Proposer to the Proposer under the Proposer's agreement with the Village.
- 14. CAMPAIGN DISCLOSURE**
 - 14.1 Any contractor, proposer, Proposer or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
 - 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
 - 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
 - 14.4 By signing the bid documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.
- 15. SUBLETTING OF CONTRACT**
 - 15.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

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All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

16. TERM OF CONTRACT

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

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60510.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

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

20. STANDARD OF CARE

- 20.1. Services performed by Proposer under this Agreement 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 Agreement, or in any report, opinions, and documents or otherwise.

- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements (i.e. Engineer, Proposer): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

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

22. SUCCESSORS AND ASSIGNS

- 22.1 The terms of this Agreement 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 Agreement 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 sub Proposers.

23. WAIVER OF CONTRACT BREACH

- 23.1 The waiver by one party of any breach of this Agreement 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 Agreement and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

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

25. NOT TO EXCEED CONTRACT

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

26. SEVERABILITY OF INVALID PROVISIONS

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

27. NOTICE

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

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

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

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

III. DETAIL SPECIFICATIONS

1. SCOPE OF WORK

- 1.1 The Village of Downers Grove is seeking proposals from pre-qualified surveying firms to provide topographic surveying services relating to the scope of work stated below.
- 1.2 The Consulting firm shall be licensed in the State of Illinois, and is to perform all professional surveying services for the project. The work will be comprised of all field surveys and drafting services, as more fully described below, necessary to accurately depict the existing right-of-way lines, adjoining private property, ground surface features, underground utilities (i.e. water, storm and sanitary pipe sizes, rim and invert elevations, pipe material, etc.) and type of utility structures.
- 1.3 The survey work is listed below:

STREET LOCATIONS (SEE ATTACHED MAP):

- Curtiss Avenue ROW from 100' west of the west ROW of Katrine Avenue to the centerline of Belmont Road
- Wisconsin Avenue ROW from the west ROW of Walnut Avenue to the east ROW of

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- Janes Avenue
- Lee Avenue ROW from 100' north of north ROW of Grant Street to the south ROW of Chicago Avenue
- Snowberry Court from the west ROW of Downers Drive to the Dead End and cul de sac to the south
- 40th Street ROW from west ROW of Sterling Road to the east ROW of Fairview Avenue
- 38th Street ROW from west ROW of Douglas Road to the east ROW of Fairview Avenue
- 200' both north/south and east/west of the intersection of Belmont Road and Chicago Avenue
- Cross Street ROW from south ROW of Prairie Avenue to north ROW of Indianapolis Avenue
- Blodgett Avenue ROW from the centerline of Randall Street to 500' south of south ROW of Maple Avenue
- Elmwood Avenue from the east ROW of Blodgett Avenue to 200' north of the north ROW of Randall Street

1.4 Topographic Surveying shall include:

- Reference lines parallel to right-of-way lines. Base lines stationed south to north and west to east.
- Setting sufficient permanent control points ("PK" nails are acceptable) on the base line at 100 foot intervals which can be used to lay out construction stakes.
- Field survey work encompassing the entire right-of-way width of those streets noted. Where the primary right-of-way surveys are shown crossing other rights-of-way which are not to be fully surveyed, the right-of-way crossed by the primary survey shall be surveyed for a length of 100 feet outside the primary right-of-way line extended, in both directions, to show the complete intersection. The survey shall also include a 15-foot width of the private property adjoining each side of the right-of-way which shall include all building faces. Right-of-way monumentation recovered shall be clearly indicated on the plan sheets. The establishing of missing monumentation (property corners) is NOT required.
- All survey work shall use NGVD 29 for Vertical Datum and USGS NAD 92 for Horizontal Datum.
- Copies of all field notes and electronic base maps of the identified segments in AutoCAD 2007 supplied to the Village. Plans shall be provided to the Village, for its use, in a digital format approved by the Village. Plans shall be provided in AutoCAD format (2007 or later), and as .pdf documents. CAD drawings must be created using legitimate AutoCAD software (by Autodesk) and must not be converted from another format or CAD software (e.g. no MicroStation conversions) unless specifically approved in writing by the Assistant Director

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of Public Works – Engineering. In the event that the Village does allow a drawing conversion, any “clean up” required will be provided by Consultant at no additional cost to the Village, and shall be at the discretion of the Village staff.

- Field locations (horizontal dimensions) of all buried/marked utilities; i.e., gas, electrical and telephone, and sewers. No digging for elevation verification of utilities will be required.
- Supply detailed information for all storm sewer structures, pipes, culverts, end sections, etc. within survey limits. Surveyor to gather information for all applicable fields listed in the attached “Storm GPS Codelist” for each structure or end section. Information for the items on the “Storm GPS Codelist” are to be provided in excel format. Ask Village for current template spreadsheet.
- Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation.
- Locations and identification of all above ground structures; i.e., mailboxes, utility poles, driveway, culvert headwalls, culverts, sidewalks, sump pump outlets, etc.
- Locations of all landscape materials; i.e., bushes, trees (2" diameter and larger), flower beds, etc. Tree sizes (2" diameter and larger) shall be measured four and one-half feet (diameter breast height) above the highest ground level at base of tree. Note locations of landscape timbers, flagstone paths or walls, brick pavers, etc.
- Utilizing IDOT standard drafting symbols and line weights, and indicating lot line intersections, lot numbers and common addresses.
- Contour lines plotted throughout the project with high points or low points indicated between similar contours.
- Plan views shown at a scale of 1" = 20'.
- Providing compatible drawing files (AutoCAD 2007) on compact disk or other media approved by the Village. The Village will provide title block for drawing files upon Firm's request.
- Obtain and include on final plans rim and invert elevations, pipe and conduit sizes of all culverts, manholes, inlets, valve vaults, etc., and elevations of roadway and driveway pavement over culverts.

2. DELIVERABLES

- 2.1 The selected Firm agrees to complete the field survey and drafting services by the date requested. No additional working days will be granted by the Village for any reason, in that sufficient time is provided to offset any working days lost due to adverse weather preventing

Village of Downers Grove

work, or site conditions due to recent weather preventing work.

- 2.2 The selected Firm shall begin work, weather permitting, on the project within five (5) days after receipt of the Notice to Proceed from the Village, to assure the completion and delivery of all field survey and drafting services by March 31, 2011.
- 2.3 If the Village exercises its option to terminate this agreement upon default by the Proposer, the Proposer shall cause to be delivered to the Village all drawings and field notes, or electronic data files, if any, with the understanding that all such material becomes the property of the Village. The Proposer shall be paid the total maximum cost as set forth above, less the cost incurred by the Village in completion of the work.
- 2.4 The selected Firm shall furnish to the Village all project drawings, files, notes, and documents in an electronic format on Compact Disc's suitable for making prints and copies of reports, all of which shall become the property of the Village.

2.5 **SCHEDULE OF PRICES**

• Curtiss Avenue from Katrine Avenue to Belmont Road	\$ 3,791.00
• Wisconsin Street from Walnut Avenue to Janes Avenue	\$ 3,619.00
• Lee Avenue from Grant Street to Chicago Avenue	\$ 1,715.00
• Snowberry Court from Downers Drive to Dead End	\$ 1,165.00
• 40 th Street from Sterling Road to Fairview Avenue	\$ 1,786.00
• 38 th Street from 100' west of Douglas Road to Fairview Avenue	\$ 1,026.00
• 100' both north/south and east/west of the intersection of Belmont Road and Chicago Avenue	\$ 720.00
• Cross Street from Prairie Avenue to Indianapolis Avenue	\$ 1,057.00
• Blodgett Avenue from Randall Street Avenue to Maple Avenue	\$ 500.00
• Elmwood Avenue from Blodgett Avenue to 500' north of Randall Street	\$ 300.00

3. **CONTACTS**

- 3.1 All questions concerning the project, the submittal of a Statement of Qualifications, the Village's review and evaluation submittals should be directed to:

Scott A Vasko
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5460
Fax 630-434-5495

4. **SELECTION PROCESS**

- 4.1 All responses to this RFP that meet the submittal requirements and the submittal deadline will be evaluated as described below.

Village of Downers Grove

Step One:

The Village will review and evaluate each firm's proposal based on the requirements for submittal described above. The evaluation will include but not be limited to the following:

Approach to organizing and understanding of the project

Responsiveness to requirements, terms, timeliness and conditions for project performance

Cost

(Please do not include information or materials that are not relevant to or requested by this solicitation)

Step Two:

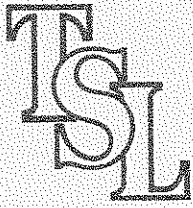
Village staff will recommend a firm to Village Council based on the entire submittal package. The Village reserves the right to determine the criteria for and select the best overall qualified firm, in the Village's opinion, to execute the scope of work on behalf of the Village of Downers Grove.

Step Three:

The Village will send a Notice of Award (NOA) letter to the selected firm, followed by a Notice to Proceed (NTP).

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

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



9575 W. Higgins Road
Suite 850
Rosemont, IL 60018

Tel.: 847-318-9790
Fax: 847-823-1029
Fax: 847-318-9792

Thomson Surveying Ltd.

January 12, 2011

Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515

Attention: Scott A. Vasko

Subject: 2011 Water Main Survey
Proposal No.: N/A

Dear Mr. Vasko:

We are pleased to submit this proposal to provide Professional Land Surveying Services for the 2011 Water Main Survey Project located in Downers Grove, Illinois. This proposal is based on our understanding of the work.

SCOPE OF SERVICES

Thomson Surveying, Ltd. (TSL) shall provide topographic surveying services for the 2011 Water Main Survey Project. The topographic surveying services shall include:

- Reference lines parallel to right-of-way lines. Base lines stationed south to north and west to east.
- Setting sufficient permanent control points ("PK" nails are acceptable) on the base line at 100 foot intervals which can be used to layout construction stakes.
- Field survey work encompassing the entire right-of-way width of those streets noted. Where the primary right-of-way surveys are shown crossing other rights-of-way which are not to be fully surveyed, the right-of-way crossed by the primary survey shall be surveyed for a length of 100 feet outside the primary right-of-way line extended, in both directions, to show the complete intersection. The survey shall also include a 15-foot width of the private property adjoining each side of the right-of-way which shall include all building faces. Right-of-way monumentation recovered shall be clearly indicated on the plan sheets.

- All survey work shall use NGVD 29 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
- Copies of all field notes and electronic base maps of the identified segments in AutoCAD 2007 supplied to the Village. Plans shall be provided to the Village, for its use, in a digital format approved by the Village. Plans shall be provided in AutoCAD format (2007 or later), and as .pdf documents. CAD drawings shall be created using legitimate AutoCAD software (by Autodesk) and will not be converted from another format or CAD software (e.g. no MicroStation conversions) unless specifically approved in writing by the Assistant Director of Public Works-Engineering. In the event that the Village does allow a drawing conversion, any "clean up" required will be provided by Consultant at no additional cost to the Village and shall be at the discretion of Village Staff.
- Field locations (horizontal dimensions) of all buried/marked utilities; i.e., gas, electrical and telephone, and sewers.
- Supply detailed information for all storm sewer structures, pipes, culverts, end sections, etc. within survey limits. TSL shall gather information for all applicable fields listed in the "Storm GPS Codelist" for each structure or end section. Information for the items on the "Storm GPS Codelist" are to be provided in excel format. Village will provide template spreadsheet by request.
- Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation.
- Locations and identification of all above ground structures; i.e., mailboxes, utility poles, driveway, culvert headwalls, culverts, sidewalks, sump pump outlets, etc.
- Locations of all landscape materials; i.e., bushes, trees (2" diameter and larger), flower beds, etc. Tree sizes (2" diameter and larger) shall be measured four and one-half feet (diameter breast height) above the highest ground level at base of tree. Locations of landscape timbers, flagstone paths or walls, brick pavers, etc. shall be noted.
- TSL shall utilize IDOT standard drafting symbols and line weights, and indicating lot line intersections, lot numbers and common addresses.
- Contour lines plotted throughout the project with high points or low points indicated between similar contours.
- Plan views shall be shown at a scale of 1" =20' .

- Provide compatible drawing files (AutoCAD 2007) on compact disk or other media approved by the Village. The Village will provide title block for drawing files upon Firm's request.
- Obtain and include on final plans rim and invert elevations, pipe and conduit sizes of all culverts, manholes, inlets, valve vaults, etc., and elevations of roadway and driveway pavement over culverts.
- Existing centerline elevations shall be shown at low points, high points, other significant slope breaks, and at a maximum interval of twenty-five (25) feet.

Street locations are as follows:

- Curtiss Avenue ROW from 100' west of the west ROW of Katrine Avenue to the centerline of Belmont Road
FEE: \$3,791.00
- Wisconsin Avenue ROW from the west ROW of Walnut Avenue to the east ROW of Janes Avenue
FEE: \$3,619.00
- Lee Avenue ROW from 100' north of north ROW of Grant Street to the south ROW of Chicago Avenue
FEE: \$1,715.00
- Snowberry Court from the west ROW of Downers Drive to the Dead End and cul de sac to the south
FEE: \$1,165.00
- 40th Street ROW from west ROW of Sterling Road to the east ROW of Fairview Avenue
FEE: \$1,786.00
- 38th Street ROW from west ROW of Douglas Road to the east ROW of Fairview Avenue
FEE: \$1,026.00
- 200' both north/south and east/west of the intersection of Belmont Road and Chicago Avenue
FEE: \$720.00
- Cross Street ROW from south ROW of Prairie Avenue to north ROW of Indianapolis Avenue
FEE: \$1,057.00

- Blodgett Avenue ROW from the centerline of Randall Street to 500' south of south ROW of Maple Avenue
FEE: \$500.00
- Elmwood Avenue from the east ROW of Blodgett Avenue to 200' north of the north ROW of Randall Street
FEE: \$300.00

DELIVERABLES

TSL shall complete the field survey and drafting services by March 31, 2011. TSL shall also begin work, weather permitting, on the project within five days after receipt of the Notice to Proceed from the Village, to assure the completion and delivery of all field survey and drafting services by March 31, 2011.

TSL shall furnish to the Village all project drawings, files, notes and documents in an electronic format on compact disc's suitable for making prints and copies of reports, all of which shall become the property of the Village.

I. SUPPLEMENTARY SERVICES

SERVICES: The preceding sections dealt with the normal services associated with this type of project whose costs can be defined with reliability. This section treats those items which have not been clearly defined at this time, and provides for unanticipated activities which may be required by the project.

- A. **Additional Services:** In the event that services are required such as customized certifications; supplemental reports; subsurface investigations; or other services not provided for elsewhere in this proposal, these activities may be performed or coordinated to satisfy the project requirements.

FEE: Staff hourly rates for performance plus reproductions, travel, computer and other approved expenses within maximum limits to be established before beginning such work.

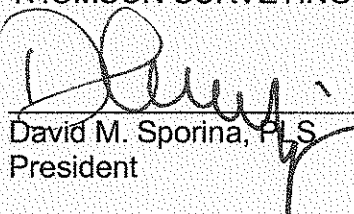
II. CONDITIONS

- A. The proposed fees for normal surveying services were developed after careful evaluation of the work involved and the conditions stated in this proposal.
- B. Client to provide copies of all title reports as well as underlying documents contained herein.
- C. We are enclosing our current Rate Schedule for any surveying services that may be required, but have not been included in the above scope. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report binding are not included in the Fee. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee will be billed at the enclosed hourly rates.
- D. TSL is not responsible for implementation of the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures, for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities.

If the above services, times, fees and conditions are acceptable, please return an executed copy of this proposal. The signed copy will serve as our agreement and authorization to proceed.

Again, we appreciate having the opportunity to submit a proposal on this important project.

Very truly yours,
THOMSON SURVEYING, LTD.



David M. Sporina, PLS
President

Encl. Schedule of Charges

THOMSON SURVEYING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2011

<u>CLASSIFICATION</u>	<u>CHARGES*</u> (\$/Hr)
Principal	\$225.00
Land Surveying Manager	\$195.00
Professional Land Surveyor	\$155.00
Project Manager	\$128.00
Field Coordinator	\$125.00
CADD Manager	\$130.00
CADD II	\$115.00
CADD I	\$100.00
Two Man Survey Crew	\$160.00
Three Man Survey Crew	\$220.00
Survey II	\$ 90.00
Survey I	\$ 70.00
Accounting	\$110.00
Administrative/Word Processor	\$ 90.00

DIRECT COSTS

Outside Copies, Blueprints, Messenger,
Delivery Services and Mileage

Cost + 12%

* Charges include overhead and profit

Thomson Surveying, Ltd. reserves the right to increase these rates and costs at anytime

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Thomson Surveying, Ltd.

Company Name

9575 W. Higgins Road, Ste 850

Street Address of Company

Rosemont, IL 60018

City, State, Zip

847-318-9790

Business Phone

847-318-9792

Fax

Date: January 13, 2011

dsporina@thomsonltd. com

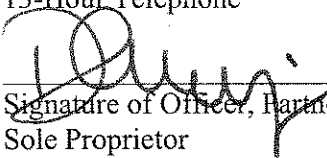
Email Address

David M. Sporina

Contact Name (Print)

847-878-3651

13-Hour Telephone



Signature of Officer, Partner or
Sole Proprietor

David M. Sporina, President

Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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



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: Thomson Surveying, Ltd.
 ADDRESS: 9575 W. Higgins Road, Ste 850
 CITY: Rosemont
 STATE: IL
 ZIP: 60018
 PHONE: 847-318-9790 FAX: 847-318-9792
 TAX ID #(TIN): 363653106

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Signature] DATE: 1.13.11

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to 2011 Water Main Survey, proposer Thomson Surveying, Ltd. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. ~~Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.~~
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

SAV
VILLAGE OF
DOWNERS GROVE

DMS
TSL
1-20-11

PROPOSER'S CERTIFICATION (page 2 of 3)

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

BY: _____
Proposer's Authorized Agent

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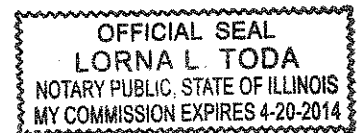
 6

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 13th day of Jan, 2011.

Lorna L. Toda
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 Thomson Surveying, Ltd., and the full names of its Officers are as follows:

President: David M. Sporina

Secretary: David M. Sporina

Treasurer: David M. Sporina

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:

PROPOSER'S CERTIFICATION (page 3 of 3)

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

(c) Sole Proprietor

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

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

Insurer's Name Donne Insurance Group

Agent Bill Donne

Street Address 7777 W. 159th Street, Suite B

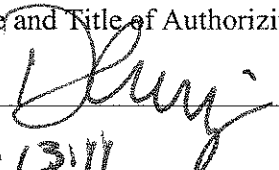
City, State, Zip Code Tinley Park, IL 60477

Telephone Number 708-429-3100

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

Print Name of Company: Thomson Surveying, Ltd.

Print Name and Title of Authorizing Signature: David M. Sporina, President

Signature: 

Date: 1.13.11

Suspension or Debarment Certificate

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

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

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

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

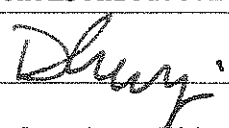
Company Name: Thomson Surveying, Ltd.

Address: 9575 W. Higgins Road, Ste 850

City: Rosemont Zip Code: 60018

Telephone: (847) 318-9790 Fax Number: (847) 318-9792

E-mail Address: dsporina@thomsonltd.com

Authorized Company Signature: 

Print Signature Name: David M. Sporina Title of Official: President

Date: 1-13-11

Campaign Disclosure Certificate

**CAMPAIGN DISCLOSURE
CERTIFICATE**

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

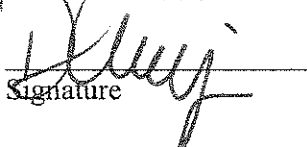
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

David M. Sporina
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

2011 Water Main Survey

JANUARY 12, 2011

**VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS**

ITEM AND DESCRIPTION CORRECTIONS:

1. Under Section III of the Detail Specifications, add the following under Topographic Surveying:

Existing centerline elevations shall be shown at low points, high points, other significant slope breaks, and at a maximum interval of twenty-five (25) feet.

2. Under Section III of the Detail Specifications, replace the following under Topographic Surveying:

All survey work shall use NGVD 29 for Vertical Datum and USGS NAD 92 for Horizontal Datum

with

All survey work shall use NGVD 29 for Vertical Datum and USGS NAD 83 for Horizontal Datum

3. Attached is the Storm GPS Codelist.

**END OF ADDENDUM NO. 1
JANUARY 12, 2011**

**VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM 1

PROPOSAL: 2011 Water Main Survey

PROPOSAL OPENING: January 17, 2011

ADDENDUM NO.: 1

PROPOSER: _____

ADDRESS: _____

RECEIVED BY: _____
(NAME)

(SIGNATURE)

DATE: _____

STORM GPS CODELIST as of 11/19/2007

Lid_Type

- Solid
- Open
- B-Hive
- Rollback
- Square
- Guard
- Other
- None

Structure

- Inlet
- Manhole
- Catchbasin
- Endsection
- Culvert
- Bridge
- Blind Tap
- Other
- None

Inverts

no inverts = 0

Strct_Dept (ft)

if unknown = 99

Invert_Dep (ft)

Invert_Siz (in)

Invert_Mat

- RCP
- CMP
- PVC
- Clay
- Ductile Iron
- Plastic
- Other
- None

Flow_Angle

- 90 Degrees
- 135 Degrees
- Straight Through
- 1 Hole
- Junction
- Other
- None

Flow_Direc

- North
- South
- East
- West
- NE
- NW
- SE
- SW
- Divide

Strct_Matr

- Cast
- Block
- Brick
- Unknown
- Other
- None
- Clay

Condition

- Good
- Repair
- Replace
- Clean
- Unknown

Point_Loca

- Center
- Rim Centr StSide
- Invert
- Top Pipe
- Top Center Wall
- NRim
- SRim
- ERim
- WRim
- Hand Marked
- Flow Line

Comment1

Comment2

CollType

Default: HQGPS

CollSource

Default: DGTW

Outfall

- Yes
- No