

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
APRIL 12, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Material Testing Services for Various Capital	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">✓</div> <div> Resolution Ordinance Motion Discussion Only </div> </div>	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for material testing services for the 2011 Roadway Maintenance contracts and the Intersection Improvements at Maple Avenue and the Burlington Northern Santa Fe Railroad tracks (BNSFRR) to SEECO Consultants, Inc of Tinley Park, Illinois in the amount of \$38,632.00.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The adopted FY 2011 Community Investment Plan includes funding for professional services in the Capital Improvements Fund for Project ST-004, Roadway Maintenance (\$70,000) and from grant funding for Project ST-028, Maple at BNSFRR (\$8,500).

RECOMMENDATION

Approval on the April 12, 2011 consent agenda.

BACKGROUND

Three consultants were previously pre-qualified for material testing services through a Request for Qualifications. Proposals were solicited from the pre-qualified consultants, with all three firms responding; however, one proposal was received after the specified deadline and was not opened. A 5% contingency has been included in the proposal totals. The submitting firms and their associated proposed fees are as follows:

Consultant	Base + 5%
2011 Resurfacing (A) & 2011 Preventive Seal	
SEECO Consultants Inc.	\$31,651.00
Testing Service Corporation	\$50,550.15
ESC Midwest, LLC	Late

Consultant	Base + 5%
Intersection Improvement Maple @ BNSFRR	
SEECO Consultants Inc.	\$6,981.00
Testing Service Corporation	\$13,419.00
ESC Midwest, LLC	Late

After reviewing the proposals, SEECO Consultants Inc was identified as the firm that best meets the needs of the Village. At the request of Village staff, an additional \$7,730.00 was added to the scope of the 2011 Resurfacing (A) Project to more thoroughly cover the anticipated material testing requirements. This work will not be performed unless directed by staff.

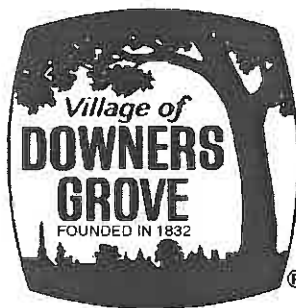
SEECO Consultants has previously performed geotechnical and material testing services for the Village in a satisfactory manner.

ATTACHMENTS

Contract Documents

Capital Project Sheets ST-004 & ST-028

Village of Downers Grove



® REQUEST FOR PROPOSAL

Name of Proposing Company: SEECO Consultants Inc.

Project Name: **2011 Resurfacing (A) and 2011 Preventive Seal
Intersection Improvement Maple @ BNSFRR
Material Testing Services**

Proposal No.: ST-004A-C, ST-028

Proposal Due: March 21, 2011 @ 10:00 A.M.

Pre-Proposal Conference: None

Required of All Proposers:

Deposit: No

Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: No

Certificate of Insurance: Yes

Date Issued: March 9, 2011

This document consists of 32 pages [plus Location Maps & Quantity Sums (15 pg)]

Return **original** and **two duplicate copies** (one in digital format) of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

SCOTT BARR
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5488
FAX: 630/434-5495
www.downers.us

Village of Downers Grove

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

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

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

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

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

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional copies (one in digital format) of the total proposal. Upon formal award of the proposal, 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 Monday, March 21, 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 Barr**, 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.
- 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. PRE- PROPOSAL CONFERENCE

- 3.1 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.
- 3.2 For those unable to attend the meeting, 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 the section titled "Addenda".

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 4.1 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.
- 4.2 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.

5. SECURITY FOR PERFORMANCE

- 5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the Village, shall 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 as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 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.**

6. DELIVERY

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

7. TAX EXEMPTION

- 7.1 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. Our federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

- 8.1 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

9. VILLAGE ORDINANCES

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

10. USE OF VILLAGE'S NAME

- 10.1 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.

11. SPECIAL HANDLING

- 11.1 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.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 12.1 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.

13. NONDISCRIMINATION

13.1 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 #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.

13.2 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 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

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

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 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
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 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:

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- 15.1.1 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.
- 15.1.2 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.
- 15.1.3 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.
- 15.1.4 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.
- 15.1.5 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.
- 15.1.6 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.
- 15.1.7 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

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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.

16. DRUG FREE WORK PLACE

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

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.

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

17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 17.1 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.

18. PREVAILING WAGE ACT

- 18.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. 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. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 18.2 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 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.
- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer 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.
- 18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. 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 B 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.

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- 18.5 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 Proposer's Certification.
- 18.6 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.

19. 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.

20. INSURANCE REQUIREMENTS

- 20.1 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 of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

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Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		(Applicable on a Per Project Basis)
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	

- 20.2 Commercial 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"
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 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.
- 20.6 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, 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 Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.

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- 20.7 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 insured 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 Agreement pursuant to its terms.
- 20.8 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) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to 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 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.
- 20.9 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.
- 20.10 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.
- 21. COPYRIGHT/PATENT INFRINGEMENT**
- 21.1 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 secret information or an infringement of any patent or copyright.

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22. COMPLIANCE WITH OSHA STANDARDS

- 22.1 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.

23. CERCLA INDEMNIFICATION

- 23.1 In the event this is a contract that has environment aspects, the Awarded 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 Awarded Proposer, both before and after its disposal.

24. BUY AMERICA

- 24.1 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).
- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 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.
- 25.3 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.

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

26. SUBLETTING OF CONTRACT

- 26.1 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.

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

27. TERM OF CONTRACT

- 27.1 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, supra.

28. TERMINATION OF CONTRACT

- 28.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.
- 28.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer 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 Awarded Proposer 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 Awarded Proposer 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 Awarded Proposer. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Proposer.

29. BILLING & PAYMENT PROCEDURES

- 29.1 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

Village of Downers Grove

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.

- 29.2 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.
- 29.3 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.
- 29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 30.1 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.

31. STANDARD OF CARE

- 31.1. 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.
- 31.2 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.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): 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.

32. GOVERNING LAW

- 32.1 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.

33. SUCCESSORS AND ASSIGNS

- 33.1 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.

34. WAIVER OF CONTRACT BREACH

- 34.1 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.

35. AMENDMENT

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

36. NOT TO EXCEED CONTRACT

- 36.1 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 initial contract.
- 36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original subcontract 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)

37. SEVERABILITY OF INVALID PROVISIONS

- 37.1 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.

Village of Downers Grove

38. NOTICE

- 38.1 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.

39. 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

40.0 REQUEST

- 40.1 The Village of Downers Grove (VILLAGE) is requesting Proposals for professional services from previously-qualified Geotechnical & Material Testing firms (ENGINEER) to provide Material Testing Services during construction of various roadway projects.

41.0 SCOPE

- 41.1 The 2011 Resurfacing (A) Project is a street resurfacing / maintenance project utilizing MFT funds. Work is being performed per the Illinois Department of Transportation specifications for QC/QA of both asphalt and concrete materials. The ENGINEER shall perform all aspects of the required QA portion of the project, and function as the QA Manager.

Although there are stipulations where certain QA testing is only required a reduced percentage of the time, proposals / estimates should account for the probability of more frequent or daily testing when these materials are being placed, as requested by the Village.

As IDOT is no longer providing QA testing at HMA and PCC plants, the ENGINEER shall also be performing this function.

- 41.2 The 2011 Preventive Seal Project will include the placement of crack seal on various streets throughout the Village. Although testing is not generally required, the Village anticipates requesting approximately 4 modified extraction tests on the Fiber-Asphalt crack seal to verify fiber content.
- 41.3 The Intersection Improvement Maple @ BNSFRR Project is a reconstruction / reconfiguration of the intersection of Maple Ave, Burlington Ave and the BNSF RR tracks in order to lessen the slope of Maple Ave immediately west of the tracks. This work is also being performed per the specifications for QC/QA.

The scope shall include the following estimated quantities over a period of approximately 22 working days:

- Density determinations on trench backfill for new storm sewers and watermain.
 - Trench Backfill – 479 CY
- Density determinations and additional field test as necessary during subgrade / embankment work, and HMA base and surface course paving.
 - Furnished Excavation – 1589 CY
 - HMA Binder Course – 596 ton
 - HMA Surface Course – 149 ton
- Number of cylinders and additional field tests to assure quality PCC placement.
 - PCC Sidewalk – 1780 SF
 - PCC Curb & Gutter – 1010 LF
 - PCC Median – 685 SF
- Account for possibility of HMA / PCC plant visits / tests.

42.0 PROJECT LOCATION AND LIMITS

42.1 The following is a list of projects and locations to be included in the scope of work (SEE LOCATION MAPS):

- ST-004A 2011 Resurfacing (A) (Various Locations – Map Attached)
- ST-004C 2011 Preventive Seal (Various Locations – No Map)
- ST-028 Intersection Improvement Maple @ BNSFRR (Map Attached)

43.0 MATERIAL TESTING

43.1 The ENGINEER'S representative on a project shall familiarize himself with the construction drawings and specifications.

43.2. The ENGINEER shall be responsible for establishing a field and laboratory testing program specifically designed to demonstrate that the materials used and the construction itself conform to the contract plans and specifications.

43.3 The ENGINEER shall conduct such field, laboratory and HMA / PCC plant tests as may be required by generally accepted engineering practices or specifically requested by the VILLAGE. All testing is to be performed in accordance with the appropriate ASTM and IDOT standards. Results shall be reported to the VILLAGE on forms that fully disclose all information necessary to interpret the results, including the physical condition of materials, source of materials, conditions of testing, etc.

43.4 The ENGINEER shall prepare field reports for each day the ENGINEER'S representative is at the project site. Such daily reports shall include, without limitation, type and quantity of materials placed that day, any instructions given the Contractor, a description of testing performed, the results of such testing and any other significant observations. The ENGINEER shall also prepare any forms or reports related to material inspections required by IDOT.

44. PROPOSAL

44.1 The Proposal shall include the following information:

- a. Name of the Projects. Separate into two with ST004 A&C, 2011 Resurfacing (A) & 2011 Preventive Seal as one project. The Intersection Improvement Maple @ BNSFRR Project, ST028, as a second project.
- b. Location of Projects.
- c. A statement describing the Field and Laboratory Testing Program recommended. Not limited to items listed on Schedule of Fees in #48.
- d. For comparison and information should additional testing be requested, the Unit Price column of the Schedule of Fees in #48 below must be filled in.
- f. Detailed cost estimates for each project in (a.) above shall also be presented indicating type of manpower and estimated hours, equipment usage, and description and number of tests required to complete the recommended testing program.

Village of Downers Grove

- g. The detailed estimates shall include the extension of related costs utilizing unit fees to provide a total estimated cost. Proposer shall add a 5% contingency to the total estimated cost, to be utilized only upon the specific written authorization of Village Staff.

- 44.2 The ENGINEER shall perform all required services consistent with accepted standards of practice for professional civil and geotechnical engineers.

45.0 PROPOSAL REVIEW and SELECTION PROCESS

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.

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

45.1 Step One:

The Village will review and evaluate each firm's proposal based on the requirements for submittal described above. Weighting of 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
- Capability and experience on comparable projects
- Fee

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

45.2 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.

45.3 Step Three:

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

Village of Downers Grove

46.0 PERIOD OF SERVICE

- 46.1 Timeframes given are estimated only and not limiting when material testing services may be required.

Construction on the 2011 Resurfacing (A) Project is estimated to be ongoing between early May and mid September, 2011.

Work on the 2011 Preventive Seal Project is estimated to take place in June or July, 2011.

Construction on the Intersection Improvement Maple @ BNSFRR Project is estimated to take place between early June and early August, 2011.

- 46.2 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.

47.0 CONTACT PERSON

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

Scott Barr
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5460
Fax 630-434-5495
sbarr@downers.us

Village of Downers Grove

48.0 SCHEDULE OF FEES (Prices Effective Until Completion of Projects)
2011 GEOTECHNICAL & MATERIAL TESTING SERVICES

DESCRIPTION	UNIT	UNIT PRICE (\$)
PROFESSIONAL PERSONNEL SERVICE		
CHIEF ENGINEER	HOUR	150.00
PRICIPAL ENGINEER (CONSULTANT)	HOUR	150.00
SENIOR ENGINEER	HOUR	110.00
PROJECT ENGINEER	HOUR	100.00
STAFF ENGINEER/Field Engineer	HOUR	99.00
TECHNICAL AND SUPPORT PROFESSIONAL SERVICES		
LAB/ENGINEER TECHNICIAN - Plant Inspection IDOT Level 2	HOUR	95.00
FIELD TECHNICIAN	HOUR	86.00
SECRETARY	HOUR	40.00
LABORATORY TESTING (SOILS)		
VISUAL CLASSIFICATION, INCLUDING POCKET PENETROMETER READINGS	EACH	4.00
MOISTURE CONTENT DETERMINATION (ASTM D 2216)	TEST	2.00
SIEVE ANALYSIS, DRY, 7 SIEVES	TEST	60.00
SIEVE ANALYSIS, WASHED, 7 SIEVES	TEST	80.00
COMBINED HYDROMETER AND SIEVE ANALYSIS (ASTM D 422)	TEST	150.00
ATTERBERG LIMITS, LL, PL (ASTM D 423, 424)	TEST	80.00
SPECIFIC GRAVITY DETERMINATION (ASTM D 854)	TEST	60.00
NUCLEAR MOISTURE/DENSITY GAUGE	DAY	30.00
* CCDD PER PUBLIC ACT 96-1416, (35 IAC 742) TACO, STANDARD TURN AROUND (7-10)	EACH SAMPLE	750.00
* CCDD PER PUBLIC ACT 96-1416, (35 IAC 742) TACO, EXPEDITE TURN AROUND (2 DAY)	EACH SAMPLE	1,490.00
STANDARD PROCTOR COMPACTION (ASTM D 698)	TEST	155.00
MODIFIED PROCTOR COMPACTION (ASTM D 1557)	TEST	165.00
LABORATORY TESTING (CONCRETE & ASPHALT)		
CONCRETE AGGREGATE TEST: FINE AGGREGATE SIEVE ANALYSIS	TEST	80.00
COARSE AGGREGATE SIEVE ANALYSIS	TEST	90.00
FINE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	95.00
COARSE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	110.00
COMPRESSIVE STRENGTH OF CONCRETE CYLINDERS	EACH CYL.	14.00
EXTRACTION FOR ASPHALT CONTENT	TEST	140.00
MODIFIED EXTRACTION FOR FIBER CONTENT (FIBER-ASPHALT)	TEST	115.00
HMA CORE DENSITY & THICKNESS	EACH CORE	50.00
BULK SPECIFIC GRAVITY of GYRATORY SAMPLE	TEST	295.00
MAXIMUM SPECIFIC GRAVITY, BIG D (ASTM D2041)	TEST	120.00

* Chemical analysis only-includes 8260 VOCs, 8270 SVOCs, 8081/8082 Pesticides & PCBs, 6010 Metals-Ar, Ba, Cd, Cr,22 Pb, Se, Ag and 7470 Hg

IV. PROPOSER'S RESPONSE TO RFP

(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)

Refer to attached proposals.

Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

March 18, 2011

Mr. Scott Barr
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

PROPOSAL

Construction Materials Testing – ST028 –
Intersection Improvement – Maple at BNSFRR
Project, Downers Grove, Illinois

Dear Mr. Barr:

SEECO Consultants, Inc. is pleased to submit our proposal for the above referenced project. In preparing our proposal, we have reviewed the quantities provided, observed the subject street and have incorporated the same within. QA plant and site inspection services only. Plans were not reviewed/provided.

This proposal encompasses the frequencies of QA Inspections and Testing per IDOT Materials Project Procedures Guide. Frequencies addressed include quantitative and/or chronological as applicable. Additional testing or inspection beyond the IDOT required frequencies, as requested in the RFP, is addressed in this proposal.

The testing program will include the following tasks and anticipated frequencies based upon our knowledge of the project and the supplied list of quantities:

- + Density Testing of Trench Backfill in areas crossing/under pavement – Estimate 2 Trips
Laboratory testing will include sieve analysis and Standard Proctor Test.
- + Proofroll and Density Testing of final subgrade elevation for cut section (East section) of Maple Avenue. Density testing of fill material for grade improvements (West section).
Laboratory tests may include Standard Proctor Test(s). Additional testing may be performed if unsuitable soils are encountered. Estimate 2-3 Trips
- + Placement of Portland Cement concrete sidewalk, curb and gutter and median will be observed and tested for compliance with IDOT specifications. Included will be plant and site Quality Assurance testing, with the exception that one site testing sequence will be performed per day of placement. 2 Plant inspections and 4 site inspections are anticipated. The plant inspector will start at the plant and follow out the first load to help minimize the costs by having only one inspector per day. Laboratory testing will include concrete cylinder compressive strength.
- + Due to the small tonnages of Hot Mix Asphalt involved, the plant will probably produce prior to shipping from the storage silos. Hence, the plant inspector will arrive at the plant, perform the QA sequences of tests and follow the first loads to the jobsite for onsite QA/Density tests. Additional density testing beyond the specified QA requirements will be performed in order to provide substantial testing. It is not anticipated that both the binder and surface will be placed on the same day, so 2 trips are proposed. Laboratory QA confirmation testing will include extraction gradation analysis. Nuclear acceptance is anticipated.

PROPOSAL

Construction Materials Testing – ST028 –
Intersection Improvement – Maple at BNSFRR Project, Downers Grove, Illinois

March 18, 2011
Page 2

If requested/required, SEECO can perform the tasks to meet IEPA requirements for Source Site Certification and Demolition Debris/ Uncontaminated Soil Fill Operation and provide a Professional Engineer's Certification of Commercial or Industrial sites (including on ROW sites) on IEPA LPC-633 Form.

The frequencies of inspections and testing for the stated quantities and as per the IDOT Materials Project Procedures Guide and as stated above is as follows:

Soils	4-5 Trips
Concrete	4 Trips
Bituminous	2 Trips

Portland Cement Concrete

Plant and/or Field Inspection – PCC Level II	
Estimate 20 hours @ \$ 95.00/hr	\$ 1,900.00
Concrete Cylinder Tests	
Estimate 16 cylinders @ \$14.00/cyl	\$ 224.00
Cylinder Pickup	
No charge-Principal lives in the Village	\$ 0.00
Project Engineer (Coordination, Meetings and Report Review)	
Estimate 2 hours @ \$100.00/hr	\$ 200.00
Subtotal:	\$ 2,324.00

Bituminous Paving

Plant and/or Field Inspection – Bituminous Level II	
Estimate 16 hours @ \$95.00/hr	\$1,520.00
Nuclear Gauge	
Estimate 2 days @ \$30.00/day	\$ 60.00
Extraction/Gradation Analysis	
Estimate 1 tests @ \$140.00/test	\$ 140.00
Project Engineer (Coordination, Meetings and Report Review)	
Estimate 1 hours @ \$100.00/hr	\$ 100.00
Subtotal:	\$ 1,820.00

PROPOSAL

Construction Materials Testing – ST028 –
Intersection Improvement – Maple at BNSFRR Project, Downers Grove, Illinois

March 18, 2011
Page 3

Soils

Field Engineer	
Estimate 20 hours @ \$99.00/hr	\$ 1,980.00
Nuclear Gauge	
Estimate 3 day @ \$30.00/days	\$ 90.00
Standard Proctor Test	
Estimate 1 test @ \$155.00/test	\$ 155.00
Washed Sieve Analysis	
Estimate 1 tests @ \$80.00/test	\$ 80.00
Project Engineer (Coordination, Meetings and Report Review)	
Estimate 2 hours @ \$100.00/hr	\$ 200.00
Subtotal:	\$ 2,505.00


ESTIMATED TOTAL: \$ 6,649.00

The estimated total is for quantity of hours and tests quoted herewith in accordance with frequencies required per IDOT Materials Project Procedures Guide. Quoted total does not take into account contractors scheduling nor does it include any overtime. Quote assumes Nuclear Acceptance. Overtime rates of 1.5 times the base rate will be charged for hours in excess of eight hours (before 7:00 and after 3:30) per day and weekend hours. All field charges are portal to portal with a four hour minimum. Rates valid through 2011 construction season. SEECO's field representatives are represented by Local 150 of the Operating Engineers. Onsite cancellations are subject to a four hour minimum charge. Telephone cancellations after travel commences are subject to a minimum charge of three hours.

If there are any questions with regards to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

SEECO Consultants, Inc.


Donald C. Cassier
Director of Field Services


Collin W. Gray, S.E., P.E.
President

DCC/bk
Attachment

Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.

CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

March 25, 2011

Mr. Scott Barr
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

REVISED PROPOSAL

Construction Materials Testing – ST004 A&C –
2011 Resurfacing (A) and 2011 Preventative
Sealing, Downers Grove, Illinois

Dear Mr. Barr:

SEECO Consultants, Inc. is pleased to submit our proposal for the above referenced project. In preparing our proposal, we have reviewed the quantities provided, observed the subject streets and have incorporated the same within. QA plant and site inspection services only. Plans were not reviewed/provided.

This proposal encompasses the frequencies of QA Inspections and Testing per IDOT Materials Project Procedures Guide. Frequencies addressed include quantitative and/or chronological as applicable. Additional testing or inspection beyond the IDOT required frequencies, as requested in the RFP, is addressed in this proposal.

Various streets throughout the Village are scheduled for improvements, including bituminous patching and overlays, sidewalk and curb and gutter intermittent removal and replacement, and driveway approach improvements, both concrete and bituminous. On one street, Franklin Street, total removal and replacement of concrete pavement is planned. Minimal subgrade/soils issues are anticipated.

The testing program anticipated, by the type of material, is as follows. Although QA guidelines do not require the level of inspections proposed herewith, SEECO proposes to assure that density testing of HMA is performed on each street, regardless of IDOT frequency requirements. Also, in an effort to control costs, the inspectors will initiate QC services in the plant and then head to the site(s). Laboratory QA confirmation testing will include extraction gradation analysis. Nuclear acceptance is anticipated. Modified extraction tests will be performed on Fiber-Asphalt crack seal materials. **Gradations and other testing performed by plant inspector.**

Placement of Portland Cement concrete sidewalk, curb and gutter and median will be observed and tested for compliance with IDOT specifications. Included will be plant and site Quality Assurance testing, with the exception that one site testing sequence will be performed each day of placement. The plant inspector will start at the plant and follow out the first load to help minimize the costs by having only one inspector per day. Laboratory testing will include concrete cylinder compressive strength. **Gradations and other testing performed by plant inspector.**

If requested/required, SEECO can perform the tasks to meet IEPA requirements for Source Site Certification and Demolition Debris/ Uncontaminated Soil Fill Operation and provide a Professional Engineer's Certification of Commercial or Industrial sites (including on ROW sites) on IEPA LPC-633 Form.

The frequencies of inspections and testing for the stated quantities and as per the IDOT Materials Project Procedures Guide and as stated above is as follows:

Soils	If need/requested
Concrete-Sidewalk	3 Trips
Concrete-Curb and Gutter	6 Trips
Concrete-Pavement/Driveways	4 Trips
Bituminous-Patching/Driveways	5 Trips
Bituminous-Level Binder	4 Trips
Bituminous-Binder	1 Trip
Bituminous-Surface	7 Trips

REVISED PROPOSAL

Construction Materials Testing – ST004 ATC – 2011 Resurfacing (A)
And 2011 Preventative Sealing, Downers Grove, Illinois

March 25, 2011
Page 2

Portland Cement Concrete

Plant Inspection – PCC Level II Estimate 24 hours @ \$ 95.00/hr	\$ 2,280.00
Field Inspection – PCC Level I Estimate 52 hours @ \$ 86.00/hr	\$ 4,472.00
Concrete Cylinder Tests Estimate 52 cylinders @ \$14.00/cyl	\$ 728.00
Cylinder Pickup No charge-Principal lives in the Village	\$ 0.00
Project Engineer (Coordination, Meetings and Report Review) Estimate 6 hours @ \$100.00/hr	\$ 600.00
Subtotal:	\$ 8,080.00

Bituminous Paving

Plant/Plant & Field– Bituminous Level II Estimate 98 hours @ \$95.00/hr	\$ 9,310.00
Field Inspection – Bituminous Level I Estimate 64 hours @ \$ 86.00/hr	\$ 5,504.00
Nuclear Gauge Estimate 17 days @ \$30.00/day	\$ 510.00
Extraction/Gradation Analysis Estimate 7 tests @ \$140.00/test	\$ 980.00
Extraction on Fiber Asphalt Estimate 4 tests @ \$115.00/test	\$ 460.00
HMA Core Density (Cores cut by Contractor) Estimate 90 cores @ \$50.00/core	\$ 4,500.00
Project Engineer (Coordination, Meetings and Report Review) Estimate 8 hours @ \$100.00/hr	\$ 800.00
Subtotal:	\$22,064.00

ESTIMATED TOTAL: \$30,144.00
Contingency (5%): \$ 1,507.00

ESTIMATED TOTAL WITH CONTINGENCY: \$31,651.00

REVISED PROPOSAL

Construction Materials Testing – ST004 ATC – 2011 Resurfacing (A)
And 2011 Preventative Sealing, Downers Grove, Illinois

March 25, 2011
Page 3

The estimated total is for quantity of hours and tests quoted herewith in accordance with frequencies required per IDOT Materials Project Procedures Guide. Quoted total does not take into account contractors scheduling nor does it include any overtime. Quote assumes Nuclear Acceptance. **Overtime rates of 1.5 times the base rate will be charged for hours in excess of eight hours per day and weekend hours.** All field charges are portal to portal with a four hour minimum. Rates valid through 2011 construction season. SEECO's field representatives are represented by Local 150 of the Operating Engineers. Onsite cancellations are subject to a four hour minimum charge. Telephone cancellations after travel commences are subject to a minimum charge of three hours.

If there are any questions with regards to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

SEEEO Consultants, Inc.



Donald C. Cassier
Director of Field Services



Collin W. Gray, S.E., P.E.
President

DCC/bk
Attachment

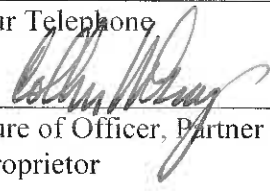

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

SEECO Consultants Inc	Date: March 21, 2011
Company Name	
7350 Duvan Drive	cassier@seeco.com
Street Address of Company	Email Address
Tinley Park, IL 60477	Don Cassier
City, State, Zip	Contact Name (Print)
708-429-1666	708-710-4258
Business Phone	24-Hour Telephone
708-429-6192	
Fax	Signature of Officer, Partner or Sole Proprietor
	Collin W. Gray -President
	Print Name & Title
ATTEST: If a Corporation	
	
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.



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: SEECO Consultants Inc.
ADDRESS: 7350 Duvan Drive
CITY: Tinley Park
STATE: Illinois
ZIP: 60477
PHONE: 708-429-1666 **FAX:** 708-429-6192
TAX ID #(TIN): 36-3458492

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: 

DATE: March 21, 2011

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

ST-004 A & C, & ST-028

With regard to Const. Matls. Testing, proposer SEECO Consultants Inc. 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

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: _____

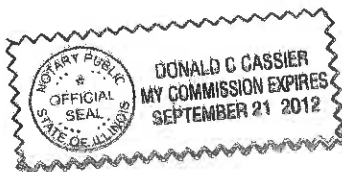
Proposer's Authorized Agent

3	6	-	3	4	5	8	4	9	2
---	---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____

Social Security Number



Subscribed and sworn to before me
this 21 day of March, 2011

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 SEECO Consultants Inc., and the full names of its Officers are as follows:

President: Collin W. Gray

Secretary: Denise A. Gray

Treasurer: Collin W. Gray

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 Travelers/Beazley

Agent Euclid Insurance Services

Street Address 234 Spring Lake Drive

City, State, Zip Code Itasca, IL 60143

Telephone Number 630-694-3700

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

Print Name of Company: SEECO Consultants, Inc.

Print Name and Title of Authorizing Signature: Collin W. Gray-President

Signature: 

Date: March 21, 2011

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 Proposer: SEECO Consultants Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the proposer 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 proposer will perform with its own forces. The proposer 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 proposer 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 proposer is a participant and that will be performed with the proposer'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 proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

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

Print Name and Title of Authorizing Signature: Collin W. Gray-President

Signature: 

Date: March 21, 2011

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 C.F.R. Part 661.

Signature _____

Company Name SEECO Consultants Inc.

Title President

Date March 21, 2011

Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Suspension or Debarment Certificate

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this 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: SEECO Consultants Inc.

Address: 7350 Duvan Drive

City: Tinley Park Zip Code: 60477

Telephone: (708) 429-1666 Fax Number: (708) 429-6192

E-mail Address: cassier@seeco.com

Authorized Company Signature: _____

Print Signature Name: Collin W. Gray Title of Official: President

Date: March 21, 2011

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, attached hereto.

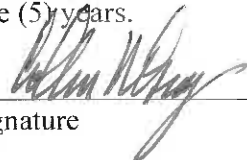
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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/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

Collin W. Gray
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



**Illinois Department
of Transportation**

For Internal Use Only

Route
County
Local Agency
Section

Various
DuPage
Village of Downers Grove
11-00000-01-GM

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Hot-Mix Asphalt Surface Course, Mix C, N50	Ton	7019		
2	Leveling Binder (Machine Method), N50	Ton	3509		
3	Hot-Mix Asphalt Binder Course, IL-19 O, N50	Ton	831		
4	Bituminous Materials (Prime Coat)	Gal.	8060		
5	Aggregate (Prime Coat)	Ton	168		
6	Area Reflective Crack Control Treatment, System A	S.Y.	77620		
7	Class D Patches, Type IV, 4"	S.Y.	9805		
8	Class D Patches, 4" Special	S.Y.	1470		
9	Class D Patches, Type IV, 8"	S.Y.	53		
10	Class D Patches, 8" Special	S.Y.	170		
11	Pavement Removal and Portland Cement Concrete Replacement, 8" Special	S.Y.	560		
12	Porous Granular Embankment, Subgrade Special	C.Y.	382		
13	Combination Concrete Curb and Gutter Removal	L.F.	7699		
14	Combination Concrete Curb and Gutter, Type M-3.12	L.F.	3973		
15	Combination Concrete Curb and Gutter, Type M-4.12	L.F.	950		
16	Combination Concrete Curb and Gutter, Type B-6.12	L.F.	1025		
17	Combination Concrete Curb and Gutter, Type B-6.12, Reinforced	L.F.	100		
18	Combination Concrete Curb and Gutter, Type B-6.18	L.F.	1630		
19	Combination Concrete Curb and Gutter, Type B-6.18, Reinforced	L.F.	21		
20	Manhole to be Adjusted	Ea.	56		
21	Manhole to be Adjusted, Special	Ea.	17		
22	Manhole to be Adjusted With New Type 1 Frame and Lid	Ea.	1		
Page Total (To be carried forward to Page 2)					



**Illinois Department
of Transportation**

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Various
DuPage
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11-00000-01-GM

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
23	Manhole to be Reconstructed	Ea.	1		
24	Inlet to be Adjusted	Ea.	51		
25	Inlet to be Adjusted With New Type 11 Frame and Grate	Ea.	42		
26	Inlet to be Adjusted With New Type 3 Frame and Grate	Ea.	10		
27	Inlet to be Reconstructed With New Type 3 Frame and Grate	Ea.	2		
28	Inlet, Type A, 24" With Type 3 Frame and Grate	Ea.	2		
29	Pipe Underdrain, 4"	L.F.	100		
30	Hot-Mix Asphalt Surface Removal, 1.5"	S.Y.	27999		
31	Hot-Mix Asphalt Surface Removal, 2.0"	S.Y.	35609		
32	Hot-Mix Asphalt Surface Removal, 2.25"	S.Y.	5121		
33	Hot-Mix Asphalt Surface Removal, 4"	S.Y.	5939		
34	Hot-Mix Asphalt Surface Removal, Variable Depth, 2" to 4"	S.Y.	8891		
35	Portland Cement Concrete Surface Removal, 1.5"	S.Y.	55		
36	Preparation of Aggregate Base	S.Y.	5939		
37	Aggregate Base Repair	Ton	238		
38	Aggregate For Temporary Access	Ton	18		
39	Mixture For Cracks, Joints and Flangeways	Ton	17		
40	Portland Cement Concrete Sidewalk Removal	S.F.	12755		
41	Portland Cement Concrete Sidewalk, 5"	S.F.	10450		
42	Portland Cement Concrete Sidewalk, 6"	S.F.	575		
43	Portland Cement Concrete Sidewalk, 8"	S.F.	250		
Carried forward from page 1					
Page Total (To be carried forward to Page 3)					



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DuPage
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11-00000-01-GM

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
44	Detectable Warnings	S.F.	1720		
45	Decorative Paver Driveway Removal and Replacement	S.Y.	19		
46	Decorative Paver Sidewalk Removal and Replacement	S.Y.	7		
47	Aggregate Shoulders, Type B	Ton	450		
48	Parkway Restoration, Salt Tolerant, Special	S.Y.	3652		
49	Supplemental Watering	UNIT	12		
50	Temporary Ramp, Hot-Mix Asphalt	S.Y.	40		
51	Tree Root Pruning	L.F.	15		
52	Hot-Mix Asphalt Driveway Removal	S.Y.	1227		
53	Hot-Mix Asphalt Driveway Pavement, 3"	S.Y.	1131		
54	Hot-Mix Asphalt Driveway Pavement, 8"	S.Y.	96		
55	Portland Cement Concrete Driveway Removal	S.Y.	1098		
56	Portland Cement Concrete Driveway Pavement, 6"	S.Y.	1065		
57	Portland Cement Concrete Driveway Pavement, 8"	S.Y.	33		
58	Thermoplastic Pavement Marking Line, 4" Yellow	L.F.	4340		
59	Thermoplastic Pavement Marking Line, 4" White	L.F.	600		
60	Thermoplastic Pavement Marking Line, 6" White	L.F.	298		
61	Thermoplastic Pavement Marking Line, 12" White	L.F.	132		
62	Thermoplastic Pavement Marking Line, 24" White	L.F.	376		
63	Erosion, Sedimentation and Dust Control	L.S.	1		
Carried forward from page 2					
Page Total (To be carried forward to Page 4)					



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11-00000-01-GM

(For complete information covering these items, see plans and specifications)

13. The undersigned further agrees that if awarded the contract for the sections contained in the following combinations, he will perform the work in accordance with the requirements of each individual proposal for the multiple bid specified in the schedule below.

Combination letter	Sections included in Combination	Total

2011 RESURFACING (A)
SCHEDULE OF QUANTITIES

STREET	FROM	TO	LENGTH (FT)	WIDTH (FT)	TOT. IMP. AREA (SY)	HMA. SURF. CSE. MIX C (TON)	MIN. THICKNESS (IN)	LEVEL BIND (TON)
BOLSON DR	WOODWARD AVE	DUNHAM RD	3909	28	13366	1123	1.50	561
BRADLEY CT	DUNHAM RD	S END	647	28	2491	209	1.50	105
BRUNETTE DR	SPRINGSIDE AVE	BOLSON DR	863	28	2722	229	1.50	114
DAVIS ST	DOUGLAS RD	FAIRVIEW AVE	730	22	1861	156	1.50	78
DEVEREUX RD	CAMDEN RD	75TH ST	1280	27-33	4088	343	1.50	172
FRANKLIN ST	WASHINGTON ST	FAIRVIEW AVE	3222	24	8891	747	1.50	622
LAKE AVE	W END	FAIRVIEW AVE	672	28	2116	178	1.50	89
LEXINGTON LN	SPRINGSIDE AVE	PLYMOUTH RD	570	27	1945	163	1.50	82
LINDEN PL	AUSTIN ST	PRAIRIE AVE	981	15.5	1790	150	1.50	75
MEADE RD / PL	CONCORD DR	N. END	1084	27	3600	302	1.50	0
PALMER ST	W. END	DUNHAM RD	918	28	3157	265	1.50	133
PLYMOUTH RD	CONCORD DR	LEXINGTON LN	632	27	1921	161	1.50	81
PROSPECT AVE	S END	OGDEN AVE	881	22-28	2483	209	1.50	104
REVERE RD	MEADE PL	CONCORD DR	603	27	2339	196	1.50	0
SHERMAN ST	ELM ST	FAIRVIEW AVE	2629	21-26	6453	542	1.50	271
SPRINGSIDE AVE	71ST ST	VIL LIMIT N. OF 63RD	5858	20-28	18164	1526	1.50	763
SPRINGSIDE PL	CUL DE SAC	SPRINGSIDE AVE	375	23-27	1091	92	1.50	46
STERLING RD	SHERMAN ST	OGDEN AVE	627	22-41	1935	163	1.50	81
TICONDEROGA PL	DEVEREUX RD	N. END	466	27.5	1758	148	1.50	74
WHITE PL	CAMDEN RD	W END	318	27	1388	117	1.50	58
Totals>			27265		83550	7019		3509

SCHEDULE OF QUANTITIES
(A)

Miles> 5.2

2011 RESURFACING (A)
SCHEDULE OF QUANTITIES

STREET	AVG. THICKNESS (IN)	HMA BINDER CRSE (TON)	MIN. THICKNESS (IN)	BIT. PRIME (GAL)	AGG. PRIME (TON)	PETROMAT (SY)	CL D, Ty 4 4" (SY)	CL D, Special 4" (SY)	CL D, Ty 4 8" (SY)
BOLSON DR	0.75			1337	27	13366	1155	248	
BRADLEY CT	0.75			249	5	2491	270	57	
BRUNETTE DR	0.75			272	5	2722	368	61	
DAVIS ST	0.75			186	4	1861	525	58	
DEVEREUX RD	0.75			409	8	4088			53
FRANKLIN ST	1.25			889	18	8891			
LAKE AVE	0.75			212	4	2116	158	64	
LEXINGTON LN	0.75			195	4	1945	163	47	
LINDEN PL	0.75			179	4	1790	541	39	
MEADE RD / PL		504	2.5	180	7				
PALMER ST	0.75			316	6	3157	525	71	
PLYMOUTH RD	0.75			192	4	1921	147	21	
PROSPECT AVE	0.75			248	5	2483	788	79	
REVERE RD		327	2.5	117	5				
SHERMAN ST	0.75			645	13	6453	2009	105	
SPRINGSIDE AVE	0.75			1816	36	18164	2100	475	
SPRINGSIDE PL	0.75			109	2	1091	114		
STERLING RD	0.75			194	4	1935	641	78	
TICONDEROGA PL	0.75			176	4	1758	200	22	
WHITE PL	0.75			139	3	1388	101	45	
		831		8060	168	77620	9805	1470	53

SCHEDULE OF QUANTITIES
(A)

2011 RESURFACING (A)
SCHEDULE OF QUANTITIES

STREET	CLD, Special 8" (SY)	PAVE REM & PCC REPL. 8" (SY)	PGE SUBGRADE SPECIAL (CY)	CURB REM. (LF)	C & G TY M-3.12 (LF)	C & G TY M-4.12 (LF)	C & G TY B-6.12 (LF)
BOLSON DR				1659	1050	588	21
BRADLEY CT			11	221			221
BRUNETTE DR				362		362	
DAVIS ST			23	21			21
DEVEREUX RD	170			471	403		
FRANKLIN ST		560	74	1651			
LAKE AVE				219			219
LEXINGTON LN				180	180		
LINDEN PL			11				
MEADE RD / PL			121	273	273		
PALMER ST				482	482		
PLYMOUTH RD				200	200		
PROSPECT AVE			26	164			164
REVERE RD			74	194	194		
SHERMAN ST			42	42			42
SPRINGSIDE AVE				1080	711		337
SPRINGSIDE PL				200	200		
STERLING RD							
TICONDEROGA PL				158	158		
WHITE PL				122	122		
	170	560	382	7699	3973	950	1025

SCHEDULE OF QUANTITIES
(A)

2011 RESURFACING (A)
SCHEDULE OF QUANTITIES

STREET	C & G TY B-6.12 REINFORCE(LF)	C & G TY B-6.18 (LF)	C & G TY B-6.18 REINFORCE(LF)	MH ADJ. (EA)	MH ADJ. SPECIAL (EA)	MH ADJ. W/ NEW TY 1 FR (EA)	MH RECON (EA)	IN. ADJ. (EA)
BOLSON DR				9	1			18
BRADLEY CT				1				2
BRUNETTE DR				1				5
DAVIS ST				1				
DEVEREUX RD	68							1
FRANKLIN ST		1630	21	14	1	1	1	3
LAKE AVE				2				1
LEXINGTON LN								1
LINDEN PL				4	2			
MEADE RD / PL								1
PALMER ST				2				6
PLYMOUTH RD								2
PROSPECT AVE				2				1
REVERE RD								1
SHERMAN ST				6	11			
SPRINGSIDE AVE	32			11				6
SPRINGSIDE PL								1
STERLING RD				3	2			
TICONDEROGA PL								1
WHITE PL								1
	100	1630	21	56	17	1	1	51

SCHEDULE OF QUANTITIES
(A)

2011 RESURFACING (A)
SCHEDULE OF QUANTITIES

STREET	IN. ADJ W/ NEW TY 11 FR (EA)	IN. ADJ W/ NEW TY 3 FR (EA)	INLET RECON W/ NEW TY 3 FR (EA)	NEW 2' IN. W/ TY 3 FR (EA)	PIPE U. DRAIN 4" (LF)	HMA SURF. REM. 1 1/2" (SY)	HMA SURF. REM. 2" (SY)
BOLSON DR	1					2491	13366
BRADLEY CT	3						
BRUNETTE DR						1861	2722
DAVIS ST							4088
DEVEREUX RD	5	10	1	1		872	
FRANKLIN ST						1945	
LAKE AVE	1					1640	
LEXINGTON LN	1						
LINDEN PL					60		
MEADE RD / PL	5						2939
PALMER ST							
PLYMOUTH RD	2					1921	783
PROSPECT AVE							
REVERE RD	3				40		
SHERMAN ST						5366	
SPRINGSIDE AVE	17		1	1		6089	11711
SPRINGSIDE PL	1					733	
STERLING RD						1935	
TICONDEROGA PL	2					1758	
WHITE PL	1					1388	
	42	10	2	2	100	27999	35609

SCHEDULE OF QUANTITIES
(A)

2011 RESURFACING (A)
SCHEDULE OF QUANTITIES

STREET	HMA SURF.REM. 2.25" (SY)	HMA SURF.REM. 4" (SY)	HMA SURF.REM. VARI 2"-4" (SY)	PCC SURF.REM. 1.5" (SY)	PREP OF AGG. BASE (SY)	AGG BASE REPAIR (TON)	AGG FOR TEMP ACCESS (TON)	CR.JT.&FLAN (TON)
BOLSON DR								
BRADLEY CT								
BRUNETTE DR								
DAVIS ST								
DEVEREUX RD								
FRANKLIN ST			8891	25				6
LAKE AVE	1244							11
LEXINGTON LN								
LINDEN PL	150			30				
MEADE RD / PL		3600			3600	138	12	
PALMER ST	218							
PLYMOUTH RD								
PROSPECT AVE	1700							
REVERE RD		2339			2339	100	6	
SHERMAN ST	1087							
SPRINGSIDE AVE	364							
SPRINGSIDE PL	358							
STERLING RD								
TICONDEROGA PL								
WHITE PL								
	5121	5939	8891	55	5939	238	18	17

SCHEDULE OF QUANTITIES
(A)

2011 RESURFACING (A)
SCHEDULE OF QUANTITIES

STREET	SIDEWALK REMOVE (SF)	SIDEWALK 5" (SF)	SIDEWALK 6" (SF)	SIDEWALK 8" (SF)	DETECTABLE WARNINGS (SF)	DÉCOR PAVER DRIVE (SY)	DÉCOR PAVER SIDEWALK (SY)	AGG. SHOULD (TON)	PKWY REST (SY)
BOLSON DR	1255	1025	100		208	6			534
BRADLEY CT	475	400	75		64				111
BRUNETTE DR	50		50						125
DAVIS ST	450	450			16			55	42
DEVEREUX RD	1565	1170		200	192				227
FRANKLIN ST	1975	1925	50		328		7		895
LAKE AVE	150	150			32				101
LEXINGTON LN	350	200	100		16			74	70
LINDEN PL	200	75			16				37
MEADE RD / PL	375	275			64				124
PALMER ST	750	650			144				210
PLYMOUTH RD	335	225	50		32				105
PROSPECT AVE	75	75			16			43	61
REVERE RD	350	275			32	8			100
SHERMAN ST	1925	1705			208			206	164
SPRINGSIDE AVE	1470	1145	100		240	4		40	486
SPRINGSIDE PL	225	125	50		16				84
STERLING RD	255	155		50	32			32	21
TICONDEROGA PL	250	200			32	1			77
WHITE PL	275	225			32				78
	12755	10450	575	250	1720	19	7	450	3852

SCHEDULE OF QUANTITIES
(A)

2011 RESURFACING (A)
SCHEDULE OF QUANTITIES

STREET	SUP WATER (UNIT)	TEMP RAMP	HMA (SY)	TREE ROOT PRUNE (LF)	HMA DRIVE REMOVE (SY)	HMA DRIVE 3" (SY)	HMA DRIVE 8" (SY)	PCC DRIVE REMOVE (SY)	PCC DRIVE 6" (SY)	PCC DRIVE 8" (SY)	YE. PAVT. MARK LINE 4" (LF)
BOLSON DR	1				242	242		176	176		3240
BRADLEY CT	1							105	105		
BRUNETTE DR	1				95	95		29	29		
DAVIS ST											
DEVEREUX RD					68		68	120	120		
FRANKLIN ST	1	40			186	171	15	148	115	33	
LAKE AVE								57	57		
LEXINGTON LN	1				84	84					
LINDEN PL											
MEADE RD / PL	1							84	84		
PALMER ST	1				126						
PLYMOUTH RD	1				84	84					
PROSPECT AVE								42	42		
REVERE RD	1							65	65		
SHERMAN ST					63	63					
SPRINGSIDE AVE	1			15	171	158	13	126	126		1100
SPRINGSIDE PL					108	108					
STERLING RD											
TICONDEROGA PL	1							89	89		
WHITE PL	1							57	57		
	12	40		15	1227	1131	96	1098	1065	33	4340

SCHEDULE OF QUANTITIES
(A)

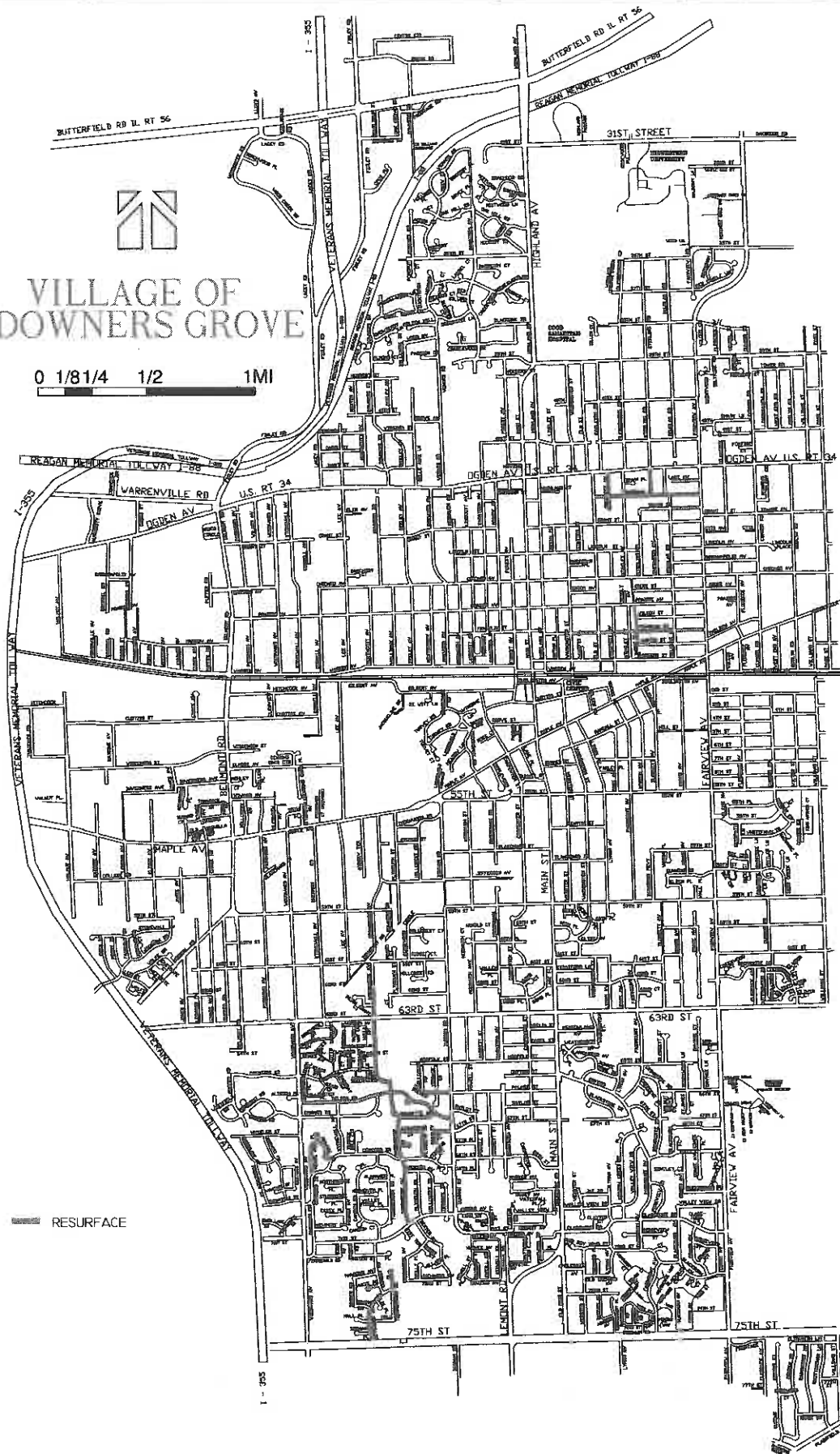
2011 RESURFACING (A)
SCHEDULE OF QUANTITIES

STREET	WH. PAVT. MARK. LINE 4" (LF)	WH. PAVT. MARK. LINE 6" (LF)	WH. PAVT. MARK. LINE 12" (LF)	WH. PAVT. MARK. LINE 24" (LF)	EROSION CONT. (LS)	STAKING (LS)	TRAFFIC CONTROL (LS)
BOLSON DR				60			
BRADLEY CT				15			
BRUNETTE DR							
DAVIS ST		64		26			
DEVEREUX RD				14			
FRANKLIN ST		64		90			
LAKE AVE		98		15			
LEXINGTON LN							
LINDEN PL							
MEADE RD / PL							
PALMER ST				15			
PLYMOUTH RD							
PROSPECT AVE				14			
REVERE RD							
SHERMAN ST		72		14			
SPRINGSIDE AVE	600			98			
SPRINGSIDE PL			132				
STERLING RD				15			
TICONDEROGA PL							
WHITE PL							
	600	298	132	376	1	1	1

SCHEDULE OF QUANTITIES
(A)

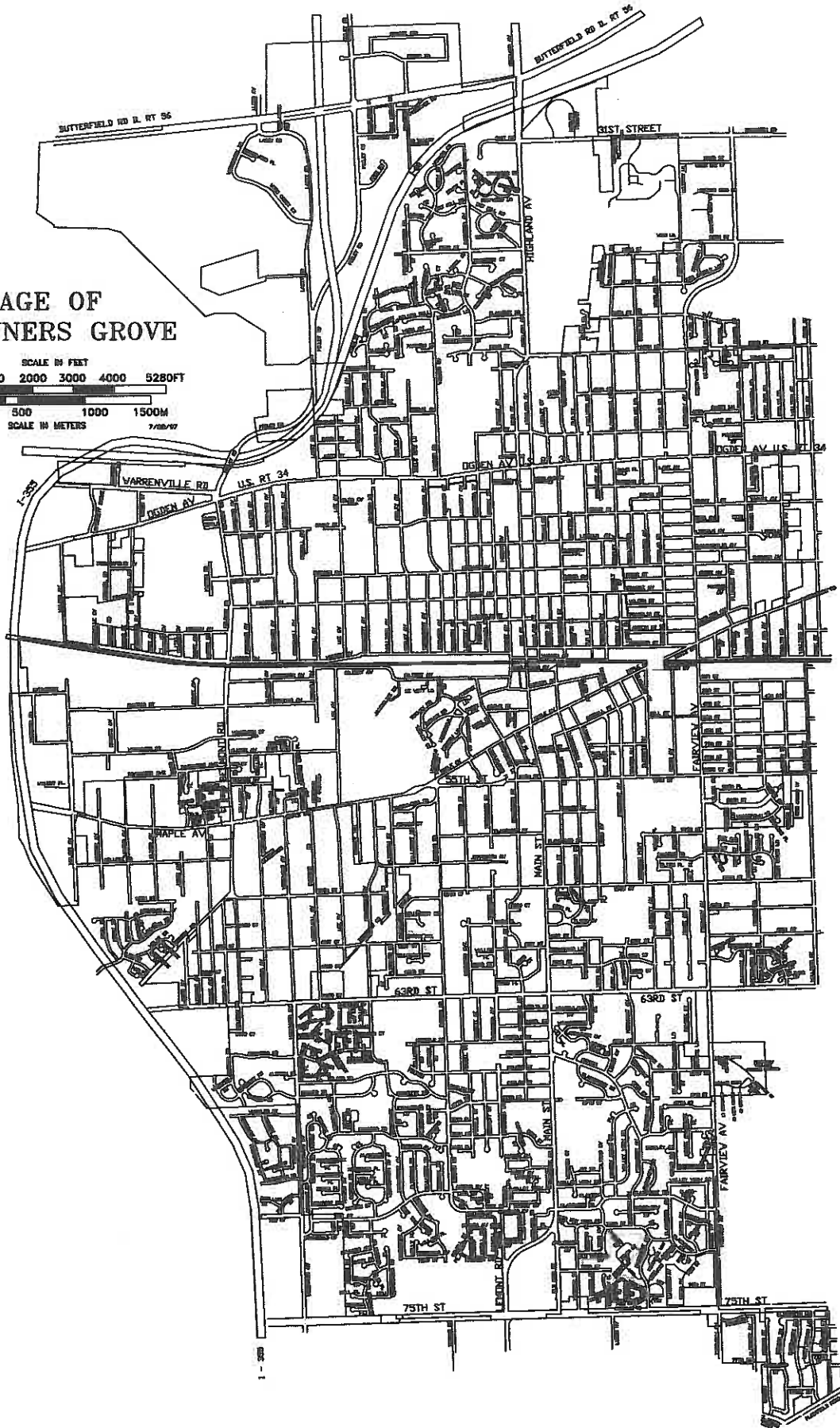
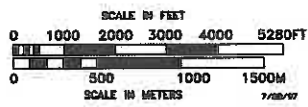
VILLAGE OF DOWNERS GROVE

0 1/8 1/4 1/2 1MI



BURLINGTON/MAPLE GRADE REDUCTION

VILLAGE OF DOWNERS GROVE



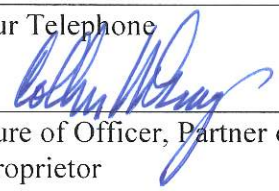
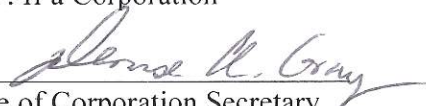
Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

SEECO Consultants Inc	Date: March 21, 2011
Company Name	cassier@seeco.com
7350 Duvan Drive	Email Address
Street Address of Company	Don Cassier
Tinley Park, IL 60477	Contact Name (Print)
City, State, Zip	708-710-4258
708-429-1666	24-Hour Telephone
Business Phone	
708-429-6192	Signature of Officer, Partner or Sole Proprietor
Fax	Collin W. Gray -President
	Print Name & Title
ATTEST: If a Corporation	
	
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

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, 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/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

Collin W. Gray
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



Village of Downers Grove

Contractor Evaluation

Contractor: SEECO Consultants, Inc.

Project: 2009 Geotechnical and Material Testing Services Contract, Various Projects

Primary Contact: Donald Cassier

Phone: 708-429-1666

Time Period: March 2009 through January 2010

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

Provide details if early or late completion: N/A

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

Difficulties / Positives: Consultant worked well with staff. All work performed in satisfactory manner.

Interaction with public:

☐ excellent ☒ good ☐ average ☐ poor

(Attach information on any complaints or compliments)

☐ Well Satisfied ☒ Satisfied ☐ Not Satisfied

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

Reviewers: Scott Barr, Staff Engineer

Date: March, 2011

2011-2015 Capital Project Sheet

Project # **ST-004**

Project Description **Roadway Maintenance Program**

Project summary, justification and alignment to Strategic Plan

Capital and Motor Fuel Tax funds for on-going annual maintenance of the Village's 160 miles of streets. Projects to utilize various processes such as crack seals, pavement seals, and resurfacing with new asphalt. The funding listed as 'Other/Miscellaneous' is for asphalt purchased for use by Public Works Streets Division for various patching operations during the year.

Cost Summary	New Maintenance Replacement	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
Professional Services		70,000	70,000	75,000	75,000	80,000		370,000
Land Acquisition								-
Infrastructure	X	3,743,000	4,136,000	4,220,000	4,305,000	4,385,000		20,789,000
Building								-
Machinery/Equipment								-
Other/Miscellaneous	X	82,000	89,000	100,000	115,000	130,000		516,000
TOTAL COST		3,895,000	4,295,000	4,395,000	4,495,000	4,595,000	-	21,675,000

Funding Source(s)	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
220-Capital Improvements Fund ▼	2,795,000	3,195,000	3,295,000	3,395,000	3,495,000		16,175,000
102-MFT ▼	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000		5,500,000
▼							-
▼							-
TOTAL FUNDING SOURCES	3,895,000	4,295,000	4,395,000	4,495,000	4,595,000	-	21,675,000

Project status and completed work

Annual Program.

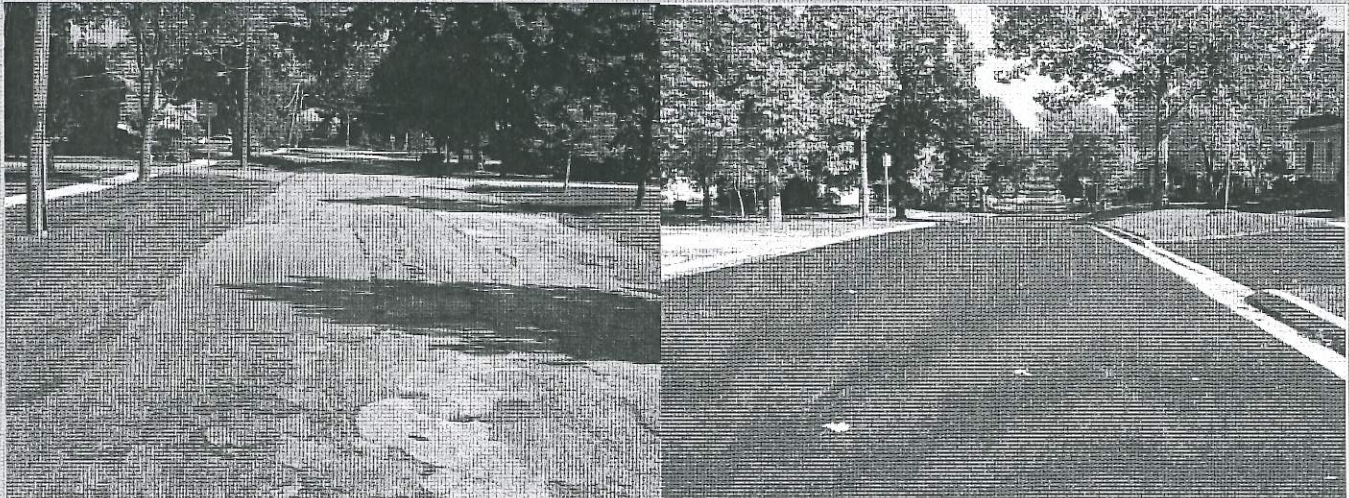
Grants (funded or applied for) related to the project

Motor Fuel Tax (MFT) funding also utilized. A LAPP grant was approved for Carpenter Street (Gilbert - Maple). Carpenter (Maple to 55th) will be funded through the Roadway Maintenance Program.

Impact-annual operating expenses	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

The maintenance scheduled will increase the life of the pavement. Deferral of work will significantly increase future maintenance costs.

Map/Pictures of Project



Internal staff information

Priority Score **High**

Project Manager:

Scott Barr

Program: **342**

Department:

Public Works

2011-2015 Capital Project Sheet

Project # **ST-028**

Project Description

Intersection Improvement Maple @ BNSFRR

Project summary, justification and alignment to Strategic Plan

The goal of this project is to lessen the slope of Maple Street immediately east of the BNSFRR tracks.

Cost Summary	New	Maintenance	Replacement	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
Professional Services				8,500						8,500
Land Acquisition										-
Infrastructure	X			329,300						329,300
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				337,800	-	-	-	-	-	337,800

Funding Source(s)

Grants/Other Sources, Approved	▼	262,800								262,800
Grants/Other Sources, Anticipated	▼	75,000								75,000
	▼									-
	▼									-
TOTAL FUNDING SOURCES		337,800	-	-	-	-	-	-	-	337,800

Project status and completed work

Design work is currently underway and will be completed in 2010.
Construction will begin Spring of 2011.

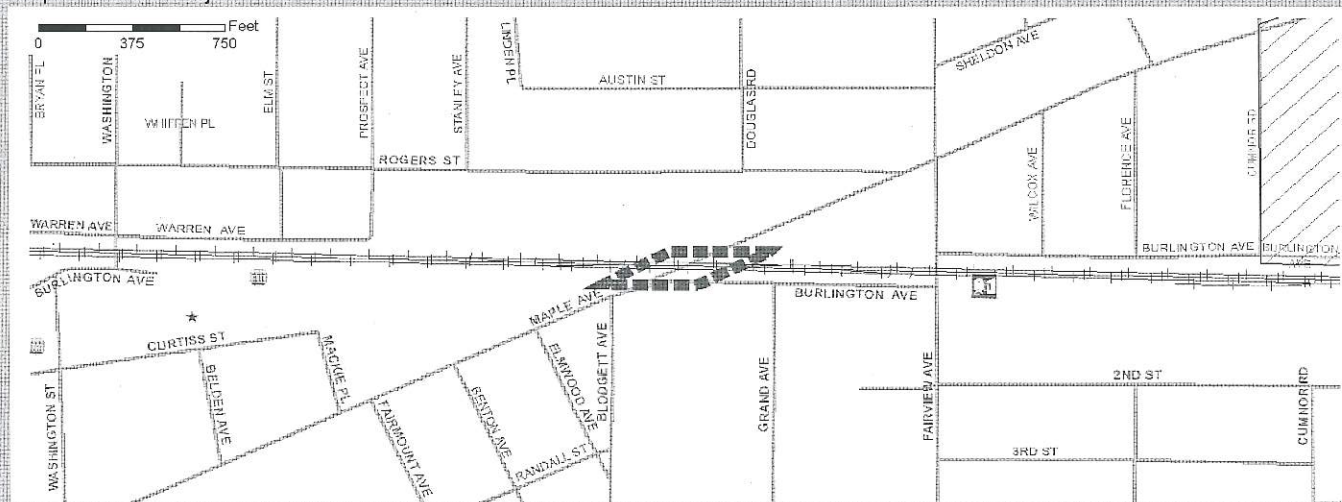
Grants (funded or applied for) related to the project

Illinois Jobs Now: \$75,000 - pending.
Illinois Commerce Commission: \$262,800 - approved.

Impact-annual operating expenses	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Planned improvements will not significantly affect future operating expenses.

Map/Pictures of Project



Internal staff information

Priority Score **High**

Project Manager:

Andy Sikich

Program: **342**

Department:

Public Works