

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
APRIL 10, 2012 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
2012 Geotechnical Services (ST-004, ST-012, ST-015, SW-076)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for Geotechnical Services for above noted projects to Testing Service Corporation (TSC) of Carol Stream, Illinois in the amount of \$17,900.00.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The adopted FY12 budget includes \$18,000 for this contract in the Capital Projects Fund and Stormwater Fund.

**RECOMMENDATION**

Approval on the April 10, 2012 consent agenda.

**BACKGROUND**

This Geotechnical Services contract includes soil borings and environmental testing for the following projects:

- ST-004 Resurfacing Regency Grove Subdivision
- ST-012 Concord Square Unit 2 Subdivision
- ST-015 Roadway Reconstruction Oak Grove Unit 3
- SW-076 Elm Street Storm Sewer

Three consultants were previously pre-qualified for geotechnical services through a Request for Qualifications. All three consultants responded with a proposal for 2012 Geotechnical Services. Staff is recommending Testing Services Corporation based on their project approach and proposed fee. A summary of proposed fee from each consultant is provided in the table below.

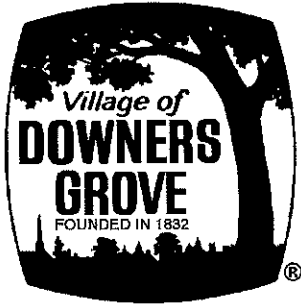
<b>Consultant</b>	<b>Total Fee</b>
Testing Service Corporation	\$17,900.00
SEECO Consultants, Inc	\$18,322.00
Civil & Environmental Consultants, Inc.	\$20,000.00

This contractor previously completed satisfactory work for the Village for the 2<sup>nd</sup> and Cumnor Stormwater Improvements and for the Valley View Pond Improvements.

**ATTACHMENTS**

Contract Documents  
 Campaign Disclosure Certificate  
 Contractor Evaluation Forms  
 Capital Project Sheets ST-004, ST-012, ST-015, ST-076

ORIGINAL



## REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Testing Service Corporation

Project Name: 2012 GEOTECHNICAL SERVICES (PHASE III)  
Proposal No.: ST-004, ST-012, ST-015, SW-076  
Proposal Due: Tuesday, March 20, 2012, @ 10:00 a.m. PUBLIC  
WORKS BUILDING, 5101 WALNUT, DOWNERS GROVE  
Pre-Proposal Conference: N/A

**Required of Awarded Contractor:**  
Certificate of Insurance: Yes

Date Issued: March 13, 2012  
This document consists of 28 pages

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

TOM TOPOR, P.E.  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5460  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 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. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, and 1 additional copy (in digital format) of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

## **I. REQUEST FOR PROPOSALS**

### **1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to Tuesday, March 20, 2012, @ 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: Tom Topor, PE, in a sealed envelope marked "SEALED PROPOSAL for 2012 Geotechnical Services (Phase III)". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

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

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

## Village of Downers Grove

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

### **3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

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

### **4. RESERVED RIGHTS**

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

## **II. TERMS AND CONDITIONS**

### **5. VILLAGE ORDINANCES**

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

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

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

### **7. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

Village of Downers Grove

**8. NONDISCRIMINATION**

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

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

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

**9. SEXUAL HARASSMENT POLICY**

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

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

**10. EQUAL EMPLOYMENT OPPORTUNITY**

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

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military

Village of Downers Grove

status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

Village of Downers Grove

State of Illinois or any of its political subdivisions or municipal corporations.

**11. DRUG FREE WORK PLACE**

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

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

**12. PATRIOT ACT COMPLIANCE**

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



## Village of Downers Grove

indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

### **13. INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

### **14. CAMPAIGN DISCLOSURE**

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

## Village of Downers Grove

- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

### **15. SUBLETTING OF CONTRACT**

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

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

### **16. TERM OF CONTRACT**

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

### **17. TERMINATION OF CONTRACT**

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

### **18. BILLING & PAYMENT PROCEDURES**

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

Village of Downers Grove

18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

18.4 Please send all invoices to the attention of Village of Downers Grove, 5101 Walnut Avenue, Downers Grove, IL 60516.

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

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

**20. STANDARD OF CARE**

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

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

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

**21. GOVERNING LAW**

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

**22. SUCCESSORS AND ASSIGNS**

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

Village of Downers Grove

**23. WAIVER OF CONTRACT BREACH**

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

**24. AMENDMENT**

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

**25. NOT TO EXCEED CONTRACT**

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

**26. SEVERABILITY OF INVALID PROVISIONS**

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

**27. NOTICE**

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

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

And to the Proposer as designated in the Contract Form.

**28. COOPERATION WITH FOIA COMPLIANCE**

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

### **III. DETAIL SPECIFICATIONS**

#### **40.0 REQUEST**

40.1 The Village of Downers Grove (VILLAGE) is requesting Proposals for professional services from previously-qualified Geotechnical Engineering firms (ENGINEER) to provide Geotechnical Services for various projects in the Village of Downers Grove.

#### **41.0 SCOPE**

41.1 The scope of the work includes geotechnical engineering services necessary to evaluate the pavement and subgrade soil composition and condition for project locations listed below.

41.2 The minimum scope shall include the following:

- Minimum number of pavement cores taken for each project as indicated in Section 41.3 or at locations as modified by Proposer's recommended scope of work and agreed to by the Village
- Determination of pavement and base course type, composition and thickness
- Minimum number of auger samples of the underlying base course, subbase and soil to a depth of (as specified) feet, including standard split spoon sampling at 2.5 foot intervals for each project as indicated in Section 41.3 or at locations as modified by Proposer's recommended scope of work and agreed to by the Village
- Additional Environmental Soil Sampling and Analysis per Illinois Public Act 96-1416 for CCDD compliance and certification (Form 663) from licensed professional engineer. This service to be used only for projects as indicated in Section 41.3 or for projects as modified by Proposer's recommended scope of work and agreed to by the Village.
- All required laboratory tests of the soil samples
- Restoration of all core holes
- Project specific Final Report for each project

41.3 Project Names, Locations and minimum scope of service for each project:

#### **ST-004 Resurfacing Regency Grove Subdivision**

- Minimum of four (4) pavement cores and (4) shallow 5' auger samples taken per the attached location map
- Project specific Final Report. Report should also include pavement composition / thickness and verification if pavement constructed with pozzolanic base.

#### **ST-012 Concord Square Unit 2 Subdivision**

- Minimum of twenty-two (22) pavement cores taken per the attached location map
- Minimum of twenty-two (22) auger samples taken to a depth of 10 feet per the attached location map
- Project specific Final Report. Report should also include pavement composition / thickness and verification if pavement constructed with pozzolanic base

Village of Downers Grove

**ST-015 Roadway Reconstruction Oak Grove Unit 3**

- Minimum of ten (10) pavement cores taken per the attached location map
- Minimum of ten (10) auger samples taken to a depth of 10 feet per the attached location map
- Additional Environmental Soil Sampling and Analysis, Reports and Certifications for CCDD compliance (Form 663 signed by licensed Professional Engineer)
- Project specific Final Report. Report should also include pavement composition / thickness and verification if pavement constructed with pozzolanic base

**SW-076 Elm Street Storm Sewer**

- Minimum of three (3) pavement cores taken per the attached location map
- Minimum of three (3) auger samples taken to a depth of 10 feet per the attached location map
- Project specific Final Report

41.4 If the ENGINEER perceives that additional services shall be necessary to properly investigate the subsurface conditions, such services shall be specifically listed in the Proposal and their price reflected in the proposed cost of such services.

**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. Location Maps show the approximate location of the boring samples.

- LOCATION MAP: ST-004 Resurfacing Regency Grove Subdivision
- LOCATION MAP: ST-012 Concord Square Unit 2 Subdivision
- LOCATION MAP: ST-015 Roadway Reconstruction Oak Grove Unit 3
- LOCATION MAP: SW-076 Elm Street Storm Sewer

**ST-004 Regency Grove Subdivision-Boring Locations**



Village of Downers Grove

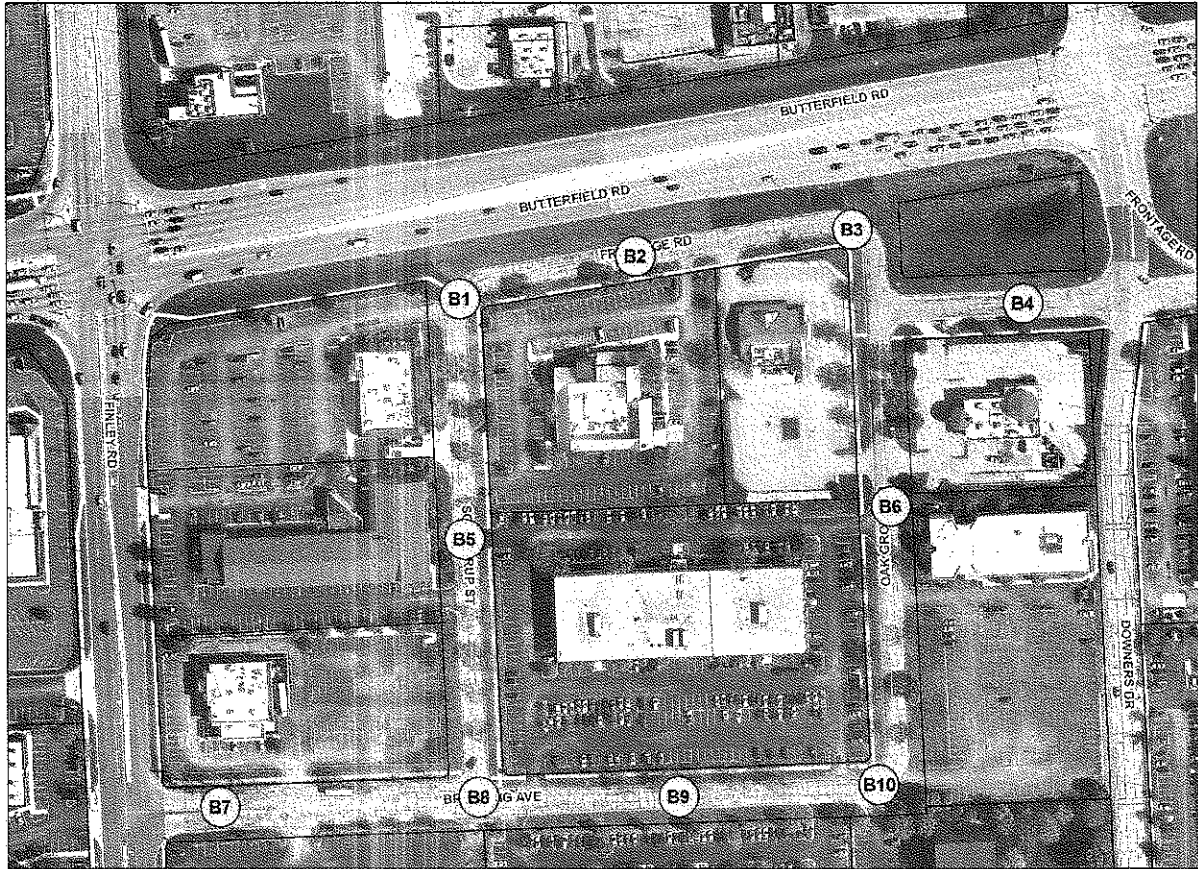
LOCATION MAP: ST-012 - CONCORD SQUARE UNIT 2





Village of Downers Grove

LOCATION MAP: ST-015 - ROADWAY RECONSTRUCTION OAK GROVE UNIT 3



LOCATION MAP: SW-076 - ELM STREET STORM SEWER



**43.0 SUBSURFACE EXPLORATION**

- 43.1 The ENGINEER shall determine the existence and location of underground utilities and structures in the area of subsurface exploration. The VILLAGE shall inform the ENGINEER of the existence and location of its underground utilities and structures. The ENGINEER shall be responsible for damage by his forces or those of his subcontractors to underground utilities or structures; provided, however, that the ENGINEER shall not be liable for damages to underground utilities or structures, resulting from the ENGINEER'S reliance on field locations inaccurately marked by employees or agents of the VILLAGE of said underground structures.
- 43.2. The ENGINEER shall select the boring locations and depths and types of samples required, log the borings, direct the sampling operation, and supervise the transporting of samples to the laboratory. All borings shall be plotted within two feet horizontally of their true locations and within 0.25 feet of their true vertical elevation.

## Village of Downers Grove

- 43.3 The ENGINEER shall be responsible for any and all damage caused by the ENGINEER or his drilling subcontractor except as stated in Section 43.1 above. The ENGINEER shall backfill all boreholes and patch any disturbed pavement with hot mix asphalt material compacted to 95% density.
- 43.4 The ENGINEER shall establish a field and laboratory testing program designed to provide sufficient data for the preparation of a true and accurate analysis of the site and the preparation of design recommendations.
- 43.5 The ENGINEER shall perform all sampling and testing in accordance with the current standards of the American Society for Testing and Materials (ASTM) for the specific type of sampling or testing involved. The ENGINEER shall also conform his work to the current requirements of the Illinois Department of Transportation (IDOT) for motor fuel tax projects, unless specifically directed otherwise by the VILLAGE.
- 43.6 The ENGINEER shall establish design parameters based upon laboratory test results, field data and general engineering principles. Specific design recommendations shall be based upon all material factors, including without limitation the facility's use, settlement tolerances, loads, methods of construction, frost susceptibility, and cost. Technically feasible alternate methods of construction or design shall be evaluated on the basis of probability of construction's conforming to design parameters, durability of construction, estimated costs, etc.
- 43.7 A stand-alone formal report, (as differentiated from field reports) shall be prepared for each specific location by the ENGINEER. Report shall include such exhibits as are necessary to illustrate and support the report and recommendation.

### **44. PROPOSAL**

44.1 The Proposal shall include the following information:

- a. Name of the Project.
- b. Location of Project.
- c. A description of Subsurface Exploration Program which includes the number, depth and location of borings and the type and number of laboratory tests to be performed.
- d. A statement describing the Field and Laboratory Testing Program recommended.
- e. A description of the questions to be addressed, types of recommendations to be made, and nature and extent of background information, to be included in the final report.
- f. An estimate of manpower hours, equipment usage, and description and number of tests required to complete the recommended testing program and prepare

## Village of Downers Grove

report, along with the related costs utilizing the fees included as part of this proposal.

g. For projects that require additional environmental soil sampling and analysis, an estimate of the extent of services proposed to satisfy the CCDD requirements.

h. A lump sum fee for the services for each project

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
- 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.

#### 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).

### 46.0 PERIOD OF SERVICE

46.1 The selected firm shall send the Village all deliverables as mentioned in the scope of work for the completed geotechnical investigation by **May 25, 2012**. No additional working days will be granted by the Village for any reason, in that sufficient time is provided to offset any working days lost due to adverse weather conditions.

Village of Downers Grove

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 SCHEDULE OF PRICES (LUMP SUM):**

ST-004 Resurfacing Regency Grove Subdivision	\$ <u>2,000.00</u>
ST-012 Concord Square Unit 2 Subdivision	\$ <u>8,135.00</u>
ST-015 Roadway Reconstruction Oak Grove Unit 3	\$ <u>6,265.00</u>
SW-076 Elm Street Storm Sewer	\$ <u>1,500.00</u>
<b>TOTAL FOR ALL PROJECTS</b>	\$ <u>17,900.00</u>

**48.0 CONTACT PERSON**

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

Tom Topor  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515  
Phone 630-434-5487  
Fax 630-434-5495  
ttopor@downers.us

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

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



TESTING SERVICE CORPORATION

*Corporate Office*

360 South Main Place, Carol Stream, IL 60188-2404  
630.462.2600 • Fax 630.653.2988

March 15, 2012

Mr. Tomasz J. Topor P.E.  
Downers Grove Public Works Department  
5101 Walnut Avenue  
Downers Grove, IL 60515-4074

RE: P.N. 48,643  
**Project Name:** 2012 Geotechnical Services (Phase III)  
**Project No:** ST-004, ST-012, ST-015, SW-076  
**Proposal Due:** March 20, 2012 @10:00  
Downers Grove, IL

Dear Mr. Topor:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. It responds to your Request for Proposal (RFP) issued March 13, 2012.

**Boring Program: ST-004 Resurfacing Regency Grove Subdivision**

We are proposing to drill four (4) soil borings extended to a depth of 5 feet as part of our Geotechnical Exploration. Total drilling footage on this basis is estimated to be about 20 lineal feet. Prior to drilling and sampling the existing pavement will be cored. The cores will be taken using a 4-inch diameter core barrel. The core holes will be patched upon completion using a cold mix asphalt or non-shrink concrete grout. The use of a flagman is not anticipated in order to perform our work (relatively light traffic).

**Boring Program: Concord Square Unit 2 Subdivision**

We are proposing to drill twenty-two (22) soil borings extended to a depth of 10 feet as part of our Geotechnical Exploration. Total drilling footage on this basis is estimated to be about 220 lineal feet. Prior to drilling and sampling the existing pavement will be cored. The cores will be taken using a 4-inch diameter core barrel. The core holes will be patched upon completion using a cold mix asphalt or non-shrink concrete grout. The use of a flagman is not anticipated in order to perform our work (relatively light traffic).

**Boring Program: ST-015 Roadway Reconstruction Oak Grove Unit 3**

We are proposing to drill ten (10) soil borings extended to a depth of 10 feet as part of our Geotechnical Exploration. Total drilling footage on this basis is estimated to be about 100 lineal feet. Prior to drilling and sampling the existing pavement will be cored. The cores will be taken using a 4-inch diameter core barrel. The core holes will be patched upon completion using a cold mix asphalt or non-shrink concrete grout. The use of a flagman is not anticipated in order to perform our work (relatively light traffic).

### **Boring Program: SW-076 Elm Street Storm Sewer**

We are proposing to drill three (3) soil borings extended to a depth of 10 feet as part of our Geotechnical Exploration. Total drilling footage on this basis is estimated to be about 30 lineal feet. Prior to drilling and sampling the existing pavement will be cored. The cores will be taken using a 4-inch diameter core barrel. The core holes will be patched upon completion using a cold mix asphalt or non-shrink concrete grout. The use of a flagman is not anticipated in order to perform our work (relatively light traffic).

For the purposes of this proposal we have assumed that the boring locations will be accessible to conventional drilling equipment. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. No borings are planned inside of existing structures.

TSC will utilize personnel trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by level survey methods (benchmark to be provided). Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators); secondary and private underground utility lines will have to be marked by the property owner or their agents.

Soil samples will be obtained by split-spoon or thin-walled tube methods. Sampling will be performed at 2½-foot intervals for the first 10 feet and not exceed 5-foot intervals below this level. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during and following completion of drilling operations.

### **Laboratory Testing:**

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

### **Engineering Report:**

Upon completion of sampling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and computer generated boring logs. The report will address anticipated soil and groundwater conditions impacting site development, based upon the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction for pavements.



- Soil bearing support of the pipe and backfill.
- Methods of excavation.
- Anticipation of and management of groundwater
- Material and compaction requirements for trench back fill.
- Pavement composition/thickness and verification if pavement constructed with pazzolanic base.
- Protective measures required for frost action.

### **Environmental Soil Sampling and Analytical Laboratory Analyses for LPC-663**

#### **A. Two (2) Samples will be obtained from this project - ST-015 Roadway Reconstruction Oak Grove Unit 3**

The objectives of the Study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Uncontaminated Soil Certification by Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation must be certified to be uncontaminated soil in accordance with Section 22.15a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer using the attached Form LPC-663 when the soil is removed from a site where commercial or industrial activities have taken place (interpreted to include roadway projects). Uncontaminated soil from a site where commercial or industrial activities have not taken place may be certified by either the site owner or operator using LPC-662 or as above by a licensed professional engineer.

#### **Sampling Procedures:**

Grab samples, a minimum of two, will be obtained for the volatile portions of the analysis. Soil samples for non-volatile laboratory analyses may be composited together in a stainless steel bowl. The soils will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. It will be shipped to an analytical laboratory following standard chain-of-custody procedures.

#### **Analytical Testing:**

The grab samples will be analyzed for volatile organic compounds (VOCs). The composite sample will be analyzed for Polynuclear Aromatics (PNAs), RCRA Metals and pH. This list incorporates the analytical parameters required by the majority of local CCDD facilities. We recommend if the CCDD facility destination to be used for a particular project is known, it be

contacted to verify the analytical parameters proposed will be sufficient. The results will be compared to cleanup criteria presented in 35 IAC 742 Tiered Approach to Corrective Action Objectives used by the Illinois Environmental Protection Agency to evaluate soil.

**LPC 663 Report:**

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. Assuming that the results meet the cleanup criteria presented in 35 IAC 742 Tiered Approach to Corrective Action Objectives used by the IEPA, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer. The report will be included as an attachment to it.

A blank copy of Form LPC-663 is attached. The items on the first page are for 1) Source Location Information and 2) Owner/Operator Identification - For Source Site. Kindly fill this information in so that it can be included on the signed form to be submitted by TSC.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting the most stringent Tier 1 exposure route value or lowest background concentration as outlined in 35 IAC742. If these criteria are not met, the Licensed Professional Engineer will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill.

**Closure:**

The geotechnical services being performed are subject to TSC's agreement with the Village of Downers Grove.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

Prepared by,



Michael V. Machalinski, P.E.  
Vice President

Michael D. Billings  
Director of Business Development

MVM:MDB:kw

Enc: Cost Estimate  
LPC 663 Form

**COST ESTIMATE**

**Project Name:** 2012 Geotechnical Services (Phase III)  
**Project No:** ST-004, ST-012, ST-015, SW-076  
**Proposal Due:** March 20, 2012 @10:00  
Downers Grove, IL

**ST-004 Resurfacing Regency Grove Subdivision**  
**Concord Square Unit 2 Subdivision**  
**ST-015 Roadway Reconstruction Oak Grove Unit 3**  
**SW-076 Elm Street Storm Sewer**

ITEM	UNITS	QTY	RATE	COST	
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Layout Crew Chief to Mark Boring Locations and Arrange for Clearance of Underground Utilities	Hour	10.0	90.00	\$ 900.00
<b>DRILLING AND SAMPLING</b>					
	DRILL RIG WITH 2-MAN CREW (Portal to Portal)				
2.1	Regular Time (Up to 8.0 Hours per Day)	Hour	32.0	300.00	\$ 9,600.00
2.2	Overtime (Over 8.0 Hours or Saturday)	Hour	0.0	350.00	\$ 0.00
<b>OBTAIN PAVEMENT CORES - Includes coring with 4 inch diameter barrel</b>					
3.1	Core Van and One-Man Crew (Regular Time Portal to Portal)	Hour	16.0	130.00	\$ 2,080.00
3.3	Patch Holes with Cold Patch Asphalt or Non-Shrink Grout	Each	34	5.00	\$ 170.00
3.4	Materials Technician to Measure and Describe Core Sample in Laboratory	Each	34	10.00	\$ 340.00
<b>LABORATORY TESTING</b>					
4.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	148	2.00	\$ 296.00
4.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	134	6.50	\$ 871.00
4.3	Unconfined Compressive or Torvane Shear Strength of Cohesive Soils	Each	0	13.00	\$ 0.00
4.4	Dry Unit Weight Determination	Each	14	6.50	\$ 91.00

ITEM	UNITS	QTY	RATE	COST
<b>ANALYTICAL TESTING - ST-015 Roadway Reconstruction Oak Grove Unit 3 ONLY</b>				
5.1	VOCs - Standard 7 to 9 Day Turnaround	Each	2	196.00 \$ 392.00
5.2	PNA's, RCRA Metals and pH - Standard 7 to 9 Day Turnaround	Each	2	288.00 \$ 576.00
5.3	Environmental Personnel to Screen & Prepare Samples	Each	0.50	120.00 \$ 60.00
5.4	Use of Photoionization Detector	Day	0.25	100.00 \$ 25.00
<b>ENGINEERING SERVICES</b>				
6.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	2,000.00 \$ 2,000.00
6.2	Environmental Data Review, Project Management, Prepare Summary Report with Form LPC-663 signed by PE if uncontaminated	Lump Sum	1	500.00 \$ 500.00
ESTIMATED TOTAL:				\$ 17,901.00
<b>Lump Sum:</b>				<b>\$ 17,900.00</b>

**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 Proposal Is To Be Considered For Award**

**PROPOSER:**

Testing Service Corporation

Company Name

360 S. Main Place

Street Address of Company

Carol Stream, IL 60188

City, State, Zip

630-462-2600

Business Phone

630-653-2988

Fax

Date: Mar. 20, 2012

billings@tsccorp.com

Email Address

Michael D. Billings

Contact Name (Print)

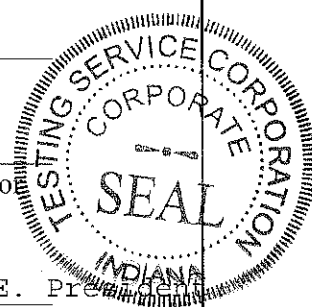
630-399-1443

13-Hour Telephone

Signature of Officer, Partner or  
Sole Proprietor

Thomas J. Morris, PE. President

Print Name & Title



ATTEST: If a Corporation

Signature of Corporation Secretary ~~Secretary~~ Treasurer

**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



**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: Testing Service Corporation  
ADDRESS: 360 S. Main Place  
CITY: Carol Stream  
STATE: Illinois  
ZIP: 60188  
PHONE: 630-462-2600 FAX: 630-653-2988  
TAX ID #(TIN): 35-0937582

(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              | Corporation   |
| Charitable/Nonprofit | Government Agency                                     |


SIGNATURE:  DATE: 3/16/12

Village of Downers Grove

**PROPOSER'S CERTIFICATION (page 1 of 3)**

With regard to 2012 \*, Proposer Testing Service Corp 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 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.


BY:  Thomas J. Morris  
Proposer's Authorized Agent

3	5	-	0	9	3	7	5	8	2
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**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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

Subscribed and sworn to before me  
this 16 day of March, 2012.

  
Notary Public  
**OFFICIAL SEAL**  
**MICHAEL S GEROULIS**  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/21/15

\* Geotechnical Services Phase III

**PROPOSER'S CERTIFICATION (page 2 of 3)**

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Indiana, which operates under the Legal name of Testing Service Corporation, and the full names of its Officers are as follows:

President: Thomas J. Morris, P.E.

Secretary: William Lyman

Treasurer: Michael Geroulis

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

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

The partnership does business under the legal name of: \_\_\_\_\_

which name is registered with the office of \_\_\_\_\_ in the State of \_\_\_\_\_.

**(c) Sole Proprietor**

The Proposer 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? yes

Insurer's Name Testing Service Corporation

Agent \_\_\_\_\_

Street Address 360 S. Main Place



Village of Downers Grove

**PROPOSER'S CERTIFICATION (page 3 of 3)**


City, State, Zip Code Carol Stream, IL 60188

Telephone Number 630-462-2600

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

Print Name of Company: Testing Service Corporation

Print Name and Title of Authorizing Signature: Thomas J. Morris, P.E, President

Signature: 

Date: 3//16/12

**Suspension or Debarment Certificate**

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

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

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

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

Company Name: Testing Service Corporation

Address: 360 S. Main Place

City: Carol Stream, IL Zip Code: 60188

Telephone: (630) 462-2600 Fax Number: (630) 653-2988

E-mail Address: billings@tsccorp.com

Authorized Company Signature: 

(Print) Name: Thomas J. Morris Title of Official: President

Date: 3/16/12

**Campaign Disclosure Certificate**

Village of Downers Grove

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

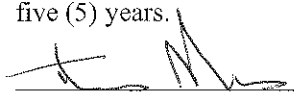
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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

  
Signature

Thomas J. Morris, PE, President  
Print Name

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

Print the following information:

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

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

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

\_\_\_\_\_  
Signature

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

Village of Downers Grove

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

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

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

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

Under penalty of perjury, I declare:

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



Signature

Thomas J. Morris, PE, President

Print Name

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

Print the following information:

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

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

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

\_\_\_\_\_  
Signature

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



# Village of Downers Grove Contractor Evaluation

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Contractor: Testing Service Corporation

Project: 2nd and Cumnor Stormwater Improvements – SW-035

Primary Contact: Michael Billings Phone: 630-462-2600

Time Period: February 2011 – April 2011

On Schedule (allowing for uncontrollable circumstances)  yes  no

Provide details if early or late completion: Geotechnical work was completed within an acceptable timeframe.

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

Difficulties / Positives: Contractor was cooperative and coordinated with staff after completion of the soil borings report to answer construction/design questions.

Interaction with public:

excellent  good  average  poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied  Satisfied  Not Satisfied

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

Reviewers: Nate Hawk

Date: 11/9/11



# Village of Downers Grove

## Contractor Evaluation

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Contractor: Testing Service Corporation

Project: Valley View Pond Improvements – DR-035

Primary Contact: Michael Billings Phone: 630-462-2600

Time Period: May, 2011

On Schedule (allowing for uncontrollable circumstances)  yes  no

Provide details if early or late completion: Geotechnical work was completed within an acceptable timeframe.

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

Difficulties / Positives: Contractor was cooperative and met with Village Staff onsite prior to work commencing to assure compliance with our wishes.

Interaction with public:

excellent  good  average  poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied  Satisfied  Not Satisfied

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

Reviewers: Jeff Loster

Date: 11/8/11

# 2012-2016 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 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
Professional Services				70,000	75,000	75,000	80,000	85,000		385,000
Land Acquisition										-
Infrastructure		X		4,361,000	4,420,000	4,505,000	4,585,000	5,170,000		23,041,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous		X		89,000	100,000	115,000	130,000	145,000		579,000
<b>TOTAL COST</b>				4,520,000	4,595,000	4,695,000	4,795,000	5,400,000	-	24,005,000

Funding Source(s)		FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
220-Capital Improvements Fund	▼	3,220,000	3,295,000	3,395,000	3,495,000	4,100,000		17,505,000
102-MFT	▼	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000		6,500,000
	▼							-
	▼							-
<b>TOTAL FUNDING SOURCES</b>		4,520,000	4,595,000	4,695,000	4,795,000	5,400,000	-	24,005,000

<p>Project status and completed work</p> <p>Annual Program.</p>	<p>Grants (funded or applied for) related to the project.</p> <p>Motor Fuel Tax (MFT) funding also utilized.</p>
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Impact-annual operating expenses	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	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



Priority Score A

Project Manager: Scott Barr

Program: 342 Department: Public Works

# 2012-2016 Capital Project Sheet

Project # **ST-012**

## Project Description **Roadway Reconstruction, Concorde Square Unit 2**

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

The reconstruction of Camden, Ticonderoga, Alamance, Monmouth, Valley Forge and Bunker Hill are included in this project. This subdivision was built in the mid 1970's with inadequate roadway drainage and utilized a pozzolonic road base. This material has a very poor performance history and deteriorates rapidly. The entire roadway system within Concorde Square 2 requires reconstruction.

Cost Summary	New	Maintenance	Replacement	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
				Professional Services				250,000	150,000	
Land Acquisition										-
Infrastructure		X			3,975,000					3,975,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
<b>TOTAL COST</b>				250,000	4,125,000	-	-	-	-	4,375,000

Funding Source(s)	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
220-Capital Improvements Fund	250,000	4,125,000					4,375,000
							-
							-
<b>TOTAL FUNDING SOURCES</b>	250,000	4,125,000	-	-	-	-	4,375,000

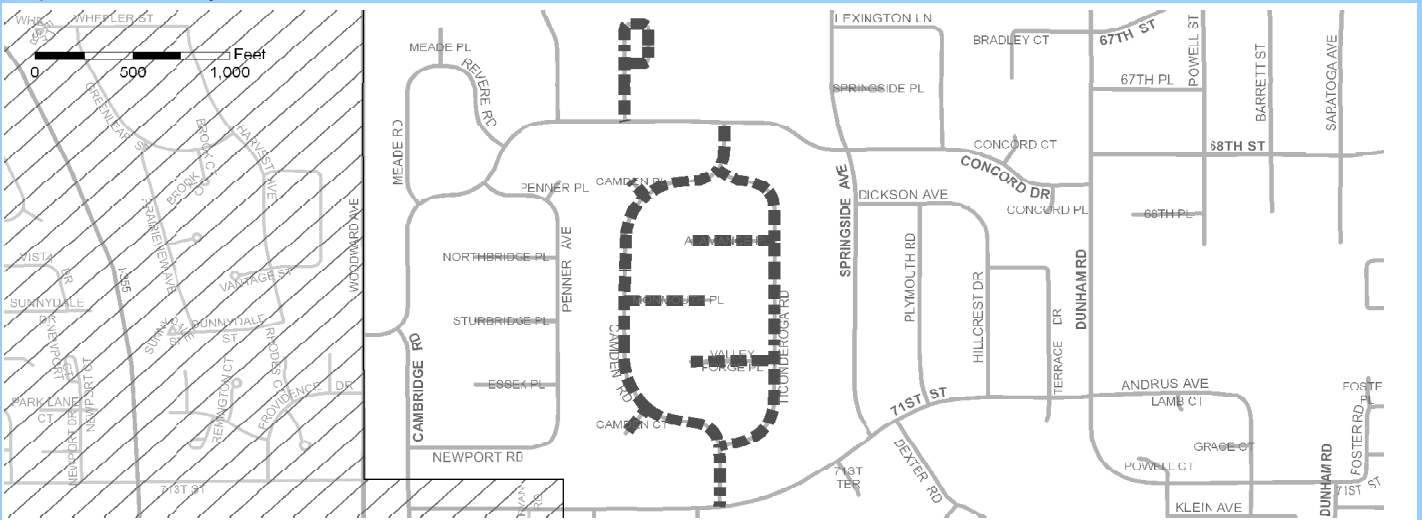
Project status and completed work: It is anticipated that design will occur in 2012.

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

Impact-annual operating expenses	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

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

### Map/Pictures of Project



Priority Score **B**

Project Manager: **Andy Sikich**

Program: **342** Department: **Public Works**



# 2012-2016 Capital Project Sheet

Project # **ST-015**

## Project Description Roadway Reconstruction, Oak Grove Unit III

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

The project includes the reconstruction of Oak Grove, Scheldrup, Branding and Butterfield Frontage Road. This development was built in the mid 1970's to a thickness much too thin for the amount of traffic the roadways now carry. The entire roadway system within Oak Grove III requires reconstruction.

Cost Summary	New	Maintenance	Replacement	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
				Professional Services				125,000	75,000	
Land Acquisition										-
Infrastructure		X			2,050,000					2,050,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
<b>TOTAL COST</b>				125,000	2,125,000	-	-	-	-	2,250,000

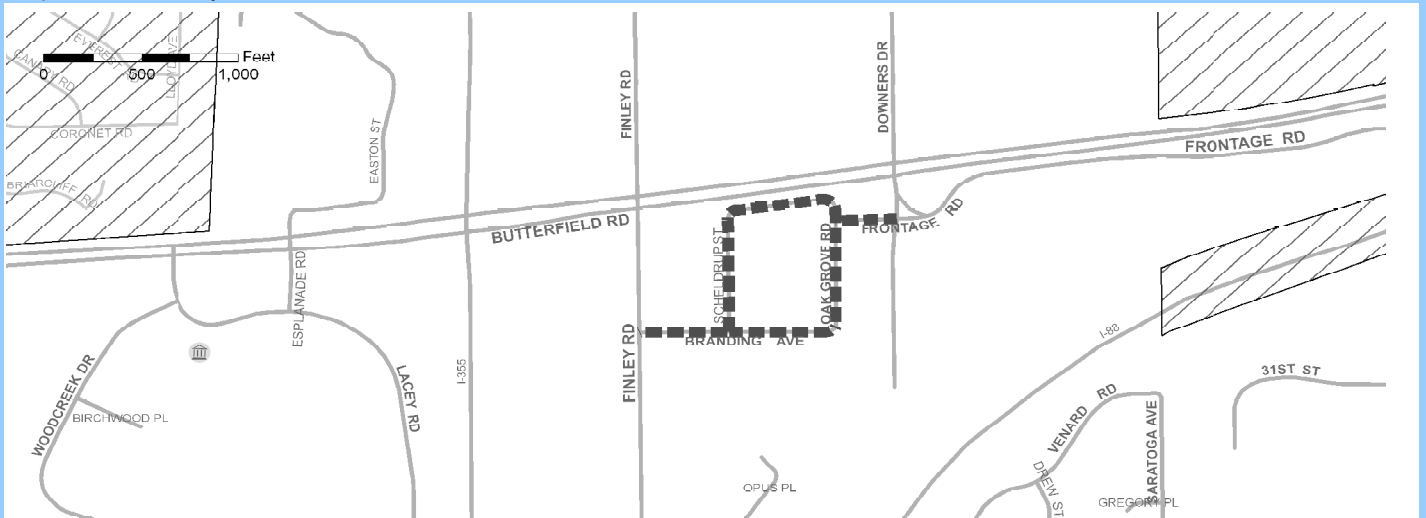
Funding Source(s)		FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
220-Capital Improvements Fund	▼	125,000	2,125,000					2,250,000
	▼							-
	▼							-
	▼							-
<b>TOTAL FUNDING SOURCES</b>		125,000	2,125,000	-	-	-	-	2,250,000

Project status and completed work It is anticipated that design will occur in 2012.	Grants (funded or applied for) related to the project. None.
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Impact-annual operating expenses	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

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

### Map/Pictures of Project



Priority Score B

Project Manager: Andy Sikich

Program: 342 Department: Public Works

# 2012-2016 Capital Project Sheet

Project # **SW-076**

## Project Description Elm Street Storm Sewer

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

This project will alleviate structure flooding and street flooding along Elm Street from Lincoln to Grant. Significant sidewalk icing will also be mitigated by this project.

Cost Summary	New Maintenance Replacement			FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
	Professional Services				10,000					
Land Acquisition										-
Infrastructure	X			350,000						350,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
<b>TOTAL COST</b>				360,000	-	-	-	-	-	360,000

Funding Source(s)		FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
243-Stormwater Fund	▼	360,000						360,000
	▼							-
	▼							-
	▼							-
<b>TOTAL FUNDING SOURCES</b>		360,000	-	-	-	-	-	360,000

Project status and completed work Grants (funded or applied for) related to the project.

In 2012, it is anticipated that Staff will design the improvements, and the project will be constructed.

None.

Impact-annual operating expenses	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Impact on the operating budget will be determined after the project is final designed.

**Map/Pictures of Project**



Priority Score B

Project Manager: Jeff Loster

Program: 347 Department: Public Works