

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MARCH 12, 2013 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
2013 Material Testing Services	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for material testing services for capital improvement projects for an amount not to exceed \$55,000 to each of the companies listed below, for a total not to exceed amount of \$165,000.

- SEECO Consultants, Inc of Tinley Park, Illinois
- Interra, Inc, of Bolingbrook, Illinois
- Geocon Professional Services of Frankfort, Illinois

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY2013 budget includes funding for material testing within the construction budgets of projects on the attached list. An estimated amount of \$165,000 will be needed for material testing services to complete these projects. A breakdown of the funds involved and budgeted amounts is provided in the following table.

Fund	Allocation Amount
220 Capital	\$120,000
243 Stormwater	\$10,000
481 Water	\$35,000
TOTAL	\$165,000

Services will be authorized under specific work orders with individual not-to-exceed amounts and in accordance with the unit prices specified within the contracts.

RECOMMENDATION

Approval on the March 12, 2013 consent agenda.

BACKGROUND

Three consultants were previously pre-qualified for material testing services through a Request for Qualifications. Unit rates for required testing services were solicited from the pre-qualified consultants, with all three firms responding. After reviewing the proposals, SEECO Consultants, Interra, Inc., and Geocon Professional Services were all identified as firms that best meet the Village's needs and qualifications.

ATTACHMENTS

Contract Documents
 2013 Material Testing Project List
 Consultant Evaluation Form – SEECO Consultants, Inc.
 Consultant Evaluation Form – Interra, Inc.



Village of Downers Grove

**Mr. Jeff Loster, P.E.
Staff Engineer
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois**

**2013 Material Testing Services
Testing – Various 2013**

GEOCON Proposal No. 13-P042



® REQUEST FOR PROPOSAL

Name of Proposing Company: GEOCON Professional Services, LLC

Project Name: 2013 Material Testing Services
Proposal No.: Testing-VariouS 2013
Proposal Due: Monday, February 11, 2013 @ 10:00 a.m., Public Works Building
Pre-Proposal Conference: N/A

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: Friday, January 25, 2013

This document consists of 41 pages.

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

JEFF LOSTER, P.E.
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVE
DOWNERS GROVE, IL 60515
PHONE: 630/434-6875
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 Building, 5101 Walnut Ave, 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
- V. 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 electronic 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 the Village of Downers Grove will receive sealed Proposals up to **Monday, February 11, 2013.**
- 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: **JEFF LOSTER, PE** in a sealed envelope marked "SEALED PROPOSAL – 2013 MATERIAL TESTING". 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.
- 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, superintendence, overhead expense, all profits and all other work, services and conditions

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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 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

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 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.

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 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.

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, 801 Burlington, 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. The Village's federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

- 8.1 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

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 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 it 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:

- 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,

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

- 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 disability unrelated to ability, military status, order of protection status, sexual orientation, 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 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.

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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 subdivisions 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 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.
- 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 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 shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 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**
- 19.1 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

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Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

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

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

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

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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, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 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 insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 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) days 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 of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

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

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24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal 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 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.

25.4 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.

26. SUBLETTING OF CONTRACT

26.1 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 Contractor from their obligation or change the terms of the contract.

All approved subcontracts 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.

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 Contractor, 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 Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions

of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

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 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 Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

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 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.

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 contactor(s') failure to perform its work in accordance with contract documents.

32. GOVERNING LAW

32.1 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.

33. SUCCESSORS AND ASSIGNS

33.1 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.

34. WAIVER OF CONTRACT BREACH

34.1 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.

35. AMENDMENT

35.1 This Contract 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.

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

37. SEVERABILITY OF INVALID PROVISIONS

37.1 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.

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

39.1 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. REQUEST

40.1 The Village of Downers Grove (Village) is requesting Proposals for professional services from previously-qualified Material Testing firms (ENGINEER) to provide Material Testing Services during construction of various Capital Improvement Projects.

41. PROJECT DESCRIPTIONS

41.1 The following is a list of projects and locations to be included in the scope of work

- S-004 New Sidewalk Installation Program
- S-006 Replacement Sidewalk Program/Brick Sidewalk Remnants
- ST-004 (A) Roadway Maintenance Program (Non-MFT)
- ST-004 (B) Roadway Maintenance Program (MFT)
- ST-004 (D) Roadway Maintenance Program (Patching)
- ST-010 Washington Street Improvements, Burlington to Maple
- ST-012 Roadway Recon. Concord Square Unit 2
- ST-015 Roadway Recon. Oak Grove Unit 3
- ST-025 Roadway Reconstruction, Brookbank Road, 59th St. to 60th St.
- ST-035 Roadway Resurfacing (LAFO), Main, Maple to 55th
- ST-043 Roadway Reconstruction, Chase Rd, South of Maple
- SW-067 Lacey Creek (Sub G) – 35th St. between Saratoga and Venard
- SW-077 Sterling/Glendenning Storm Sewer
- TR-014 Safe Routes to School
- TR-017 Traffic Signal Modernization, Main & Grant
- WA-006 Watermain Lining, 55th St. (Blodgett to Fairview)
- WA-018 Watermain Replacement, Wisconsin (Walnut to Janes)
- WA-039 Watermain Loop, Annexed Area
- WA-028 Watermain Improvements, Contract A
- WA-028 Watermain Improvements, Contract B
- WP-006 Storage Building Installation
- WP-008 Water System Security Enhancements (Various Locations) &
WP-010 Water Facility Maintenance, Annual Element (Various Locations)
- ST-004 (C) Preventative Seal (Various Locations) &
P-010 Parking Lot Improvements – Seal Coat (Various Locations)

41.2 S-004 New Sidewalk Installation Program

Project includes approximately 51,200 square feet of new PCC sidewalk installation, adjacent HMA restoration, abutting drainage work, and all other related work. All work will be performed per the IDOT Standard Specifications for Road and Bridge Construction and the Standard Specifications for Water & Sewer Main Construction of Illinois. This project is NOT being performed per the Illinois Department of Transportation specifications for QC/QA of both asphalt and concrete materials. Village of Downers Grove will be providing construction inspection services. The estimated

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project duration is from June to August, 2013. The following is a list of streets slated for sidewalk construction:

Katrine Avenue, Wisconsin Avenue to Curtiss Street
Katrine Avenue, Wisconsin Avenue to south limit
Wisconsin Avenue, Belmont Road to east limit
Janes Avenue, Inverness Avenue to Wisconsin Avenue
Middaugh Avenue, Ogden Avenue to south limit
Herbert Street, Main Street to west of Forest Avenue
Statton Street, Grant Street to Lincoln Street
Aubrey Terrace, Maple Avenue to south limit
Eldon Place, Bunning Drive to 59th Street
Bunning Drive, Eldon Place to Fairview Avenue
Wall Place, 59th Street to north limit
61st Street, Grand Avenue to Osage Avenue
62nd Street, Blodget Avenue to Osage Avenue
Florence Avenue, Ogden Avenue to south limit
40th Street, Washington Street to west limit
Otis Avenue, Cumnor Avenue to west limit
Dawn Place, Stanley Avenue to east limit

41.3 S-006 Replacement Sidewalk Program/Brick Sidewalk Remnants

The 2013 Replacement Sidewalk Program generally consist of the removal and replacement of PCC sidewalk and ramp installation, removal and replacement of colored PCC sidewalk located within the Downers Grove downtown business district, removal and replacement of curb and gutter, driveways, and parkway restoration. The estimated project duration is from mid-June to late-July, 2013.

41.4 ST-004 (A) Roadway Maintenance Program (Non-MFT)

Project is a street resurfacing / maintenance project covering approximately 4 miles of various streets throughout the Village. Project includes removal and replacement of a majority of the curb and gutter, various depths of HMA and PCC base patching, replacement of all disturbed driveway aprons and sidewalk ramps, placement of both standard and polymerized level binder, placement of HMA surface course and all related work. The estimated project duration is from May to August, 2013.

41.5 ST-004 (B) Roadway Maintenance Program (MFT)

Project is a street resurfacing / MFT maintenance project covering approximately 6 miles of various streets throughout the Village. Project includes removal and replacement of portions of the existing curb and gutter, various depths of HMA and PCC base patching, replacement of all disturbed driveway aprons and sidewalk ramps, placement of both standard and polymerized level binder, placement of HMA surface course and all related work. The estimated project duration is from August to November, 2013.

41.6 ST-004 (D) Roadway Maintenance Program (Patching)

The Fall Roadway Patching shall generally consist of the milling and overlay of

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disintegrating sections of asphalt pavement for repair. This project will provide various sizes of patches on various asphalt streets. The estimated project duration is October, 2013.

- 41.7 ST-010 Washington Street Improvements, Burlington to Maple
Project includes installation of ductile iron watermain, storm sewer replacement, curb and gutter replacement, full depth HMA patching, roadway resurfacing and all adjacent work. The estimated project duration is from April to June, 2013.
- 41.8 ST-012 Roadway Recon. Concord Square Unit 2
Project includes reconstruction of approximately 31,000 square yards of HMA roadways in a residential neighborhood, the replacement of approximately 2,500 linear feet of storm sewer ranging in size from 12 to 18 inches, and all other associated work such as driveway replacements and sodding. The estimated project duration is from the beginning of April until the end of November, 2013.
- 41.9 ST-015 Roadway Recon. Oak Grove Unit 3
Project includes the reconstruction of approximately 10,000 square yards of HMA roadway in a commercial area which will include the removal and replacement of storm sewers, HMA and PCC driveway aprons, select sidewalks, and parkway sod. The estimated project duration is from May to November, 2013.
- 41.10 ST-025 Roadway Reconstruction, Brookbank Road, 59th St. to 60th St.
Project includes the full reconstruction of approximately 850 square yards and resurfacing of approximately 3200 square yards of Brookbank Road (boulevard cross-section), new storm sewer and structures, installation of new PCC sidewalk and curb and gutter, and restoration of all disturbed turf areas with sod. All disturbed driveway aprons will also be replaced. The estimated project duration is from September to October, 2013.
- 41.11 ST-035 Roadway Resurfacing (LAFO), Main, Maple to 55th
Project includes the bituminous pavement grind and overlay for full project area, bituminous pavement patching by open cut and replace, removal and replacement of bituminous driveway, removal and replacement of PCC curb and gutter, sidewalk and driveways, and restoration of all disturbed turf areas with sod. The estimated project duration is from August to September, 2013.
- 41.12 ST-043 Roadway Reconstruction, Chase Rd, South of Maple
Project includes the full roadway reconstruction of Chase Road from Maple Avenue to the Village limits (approximately 1,200 square yards). All disturbed HMA and PCC driveway aprons will also be replaced. The estimated project duration is from August to September, 2013.
- 41.13 SW-067 Lacey Creek (Sub G) – 35th St. between Saratoga and Venard
Project includes the replacement of an existing storm sewer and structures, bituminous pavement open cut and replace, restoration of disturbed PCC curb and gutter and sidewalk, installation of modular block retaining wall, and restoration of all disturbed turf areas with sod. The estimated project duration is from June to July, 2013.

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- 41.14 SW-077 Sterling/Glendenning Storm Sewer
Project includes the construction of new storm sewer and structures, bituminous pavement open cut and replace, restoration of disturbed PCC curb and gutter and sidewalk, and restoration of all disturbed turf areas with sod. The estimated project duration is from August to September, 2013.
- 41.15 TR-014 Safe Routes to School
Project includes roadway and sidewalk improvements at the following four locations:
Blodgett Ave/Randall St (intersection improvements)
Belle Aire School (sidewalk improvements)
El Sierra School (sidewalk improvements)
Seeley Ave/Grant St (intersection improvements)
- 41.16 TR-017 Traffic Signal Modernization, Main & Grant
The work to be completed under this contract includes the replacement of the existing traffic control signals with new modernized signals. The work will include the installation of traffic signal foundations and sidewalk replacement. The estimated project duration is from the beginning of April until the end of June, 2013
- 41.17 WA-006 Watermain Lining, 55th St. (Blodgett to Fairview)
The 55th Street Watermain Lining Project generally consists of the lining of approximately 1,500 feet of existing 12 inch diameter pressurized potable water distribution pipeline by the installation of a continuous cured-in-place-pipe (CIPP) liner, installation of three new 12 inch water main valves, reinstatement of five active water service connections, temporary water main and water service, removal and replacement of water main, fire hydrants, valves, valve vaults, and appurtenances, full depth PCC and HMA pavement removal and replacement, combination curb and gutter and sidewalk removal and replacement, traffic control, and restoration of all disturbed parkways. The estimated project duration is from June to August, 2013.
- 41.18 WA-018 Watermain Replacement, Wisconsin (Walnut to Janes)
The Watermain Replacement, Wisconsin (Walnut Ave. to Janes Ave.) project generally consist of the replacement of an existing ductile iron watermain, replacement of commercial water services, asphalt pavement patching, removal and replacement of PCC sidewalk and driveways, and restoration of all disturbed turf areas with sod. The estimated project duration is from late-July to late-October, 2013.
- 41.19 WA-039 Watermain Loop, Annexed Area
Project includes installation of approximately 3,500 feet of 8 inch watermain. The trench location will mostly be confined to the parkway with portions entering the asphalt roadway. Other work will include HMA and PCC driveway replacement and small portions of roadway replacement. The estimated project duration is from May to August, 2013.
- 41.20 WA-028 Watermain Improvements, Contract A
Project includes the installation of ductile iron watermain, replacement of residential

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water services, asphalt patching, removal and replacement of PCC sidewalk and driveways, and restoration of all disturbed turf areas with sod. The estimated project duration is from April to September, 2013.

41.21 WA-028 Watermain Improvements, Contract B

The Watermain Improvements Contract B generally consist of the installation of 8" ductile iron water main pipe, replacement of 20 residential water services, bituminous pavement open cut and replace, removal and replacement of Portland cement concrete sidewalk, curb and gutter, driveways, and parkway restoration. The estimated project duration is from late-July to late-October, 2013.

41.22 WP-006 Storage Building Installation

Project includes construction of an unheated storage building with approximate dimensions of 60 feet by 27 feet. The estimated project duration is from September to November, 2013.

41.23 WP-008 Water System Security Enhancements (Various Locations) & WP-010 Water Facility Maintenance, Annual Element (Various Locations)

These projects generally consist of the installation of approximately 1,400 feet of 8 foot tall chain-link security fencing with related preparatory grading, structures and appurtenances. Pay items include fence removal, tree removal, root pruning, earth excavation, PCC foundations, gate entrances, and the excavation, removal, disposal, and replacement of Hot-Mix Asphalt driveways. The estimated project duration is from April to May, 2013.

41.24 ST-004 (C) Preventative Seal (Various Locations) & P-010 Parking Lot Improvements – Seal Coat (Various Locations)

These projects generally consist of 135,000 pounds of rubber crack seal, 79,000 pounds of fiber-asphalt, 5,000 feet of crack and joint seal PCC pavement, 15,000 square yards of seal coating, 4,000 feet of paint pavement marking, 150 square feet of preform plastic pavement marking, and all related work. The estimated project duration is from May to June, 2013.

42. **SCOPE OF WORK**

- 42.1 The scope of the work includes construction materials testing services for the above listed projects to ensure proper installation of construction materials.
- 42.2 All work will be performed per the IDOT Standard Specifications for Road and Bridge Construction and the Standard Specifications for Water & Sewer Main Construction of Illinois. Projects ST-004A, ST-004B and TR-017 will be performed in accordance with the Illinois Department of Transportation specifications for QC/QA of both asphalt and concrete materials. Other Village funded projects will require testing as determined by the Village's on-site representative. The Village will be providing construction inspection services.
- 42.3 The scope of work shall include material testing for the following construction activities specific to each project.

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42.3.1 S-004 2013 New Sidewalk Installation Program

- Number of cylinders and additional field tests to assure quality PCC placement.
 - New PCC Sidewalk (5") – 51,200 SF
 - PCC Sidewalk Replacement – 1400 SF
 - PCC Curb & Gutter – 1000 LF
 - PCC Driveway Replacement – 200 SY
- Density determination for Hot Mix Asphalt:
 - HMA Driveway R & R (3") – 1000 SY
- Density determinations on trench backfill for new storm sewer.
Trench Backfill – 200 CY

42.3.2 S-006 Replacement Sidewalk Program/Brick Sidewalk Remnants

- Material testing for PCC installation:
 - PCC Sidewalk Replacement – 18,000 SF
 - PCC Curb and Gutter R & R – 200 LF
 - PCC Driveway Replacement – 100 SY
- Density determination for Hot Mix Asphalt:
 - HMA Driveway R & R (3") – 50 SY

42.3.3 ST-004 (A) 2013 Resurfacing Phase I

- 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. However, the Village anticipates the probability of more frequent testing than the minimum required.

42.3.4 ST-004 (B) 2013 Resurfacing Phase II

- 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. However, the Village anticipates the probability of more frequent testing than the minimum required.

42.3.5 ST-004 (D) Roadway Maintenance Program (Patching)

- Density determination for Hot Mix Asphalt:
 - 1-1/2" HMA Surface Course, Mix C, N50 – 3,000 SY

42.3.6 ST-010 Washington Street Improvements, Burlington to Maple

- Density determinations for trench backfill:
 - Watermain installation (8" DIP) – 1,470 FT
 - Storm Sewer installation (12" RCP) – 950 FT
 - Water Service installation (1-1/2") – 10 EACH
- Density determination for Hot Mix Asphalt:
 - 1.5" HMA Surface Course, Mix D, N50 – 670 TON

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- 1.5" HMA Leveling Binder Course, N50 – 430 TON
- 8" HMA Binder Course, IL-19.0, N50 – 1000 TON
- HMA Driveway R & R (3") – 100 SY
- Material testing for PCC installation:
 - PCC Sidewalk R & R – 5,475 SF
 - PCC Curb & Gutter Replacement – 2555 LF
 - PCC Driveway Replacement – 220 SY

42.3.7 ST-012 Concord Square Unit 2 Road Reconstruction

- Density determinations for trench backfill:
 - Storm Sewer Installation (12" to 18" RCP) – 2,500 FT
- Density determinations and additional field test as necessary during subgrade work:
 - Excavation – 15,810 CY (Item includes driveway, curb removals)
- Density determinations for Hot Mix Asphalt:
 - 2" HMA Surface Course – 2,626 TON
 - 7" HMA Base Course – 31,000 SQ YD
 - HMA Driveway Replacement (3") – 2,700 SY
- Material testing for PCC installation:
 - PCC Sidewalk Replacement – 12,000 SF
 - PCC Driveway Replacement (6") – 1,700 SY
 - PCC B6.12 Combo Curb & Gutter – 18,000 LF

42.3.8 ST-015 Oak Grove Unit III Roadway Reconstruction

- Density determinations for trench backfill:
 - Storm Sewer installation (4" underdrain, 12" and 15" RCP) – 1,000 FT
- Density determinations and additional field tests as necessary during subgrade work:
 - Excavation – 4,800 CY
- Density determinations for Hot Mix Asphalt:
 - 2" HMA Surface Course, Mix D, N50 – 1,500 TON
 - 10" HMA Binder Course, IL-19.0, N50 – 6,400 TON
- Material testing for PCC installation:
 - PCC Sidewalk Replacement – 4,000 SF
 - PCC Curb & Gutter R & R – 9,000 FT
 - PCC Driveway R & R – 1,000 SY

42.3.9 ST-025 Roadway Reconstruction, Brookbank Rd., 59th St. to 60th St.

- Density determinations for trench backfill:
 - Storm Sewer installation (12" to 30" RCP) – 400 FT
- Density determinations and additional field tests as necessary during subgrade work:
 - Fill – 150 CY
- Density determinations for Hot Mix Asphalt:
 - 1 ½" HMA Surface Course, Mix D, N50 – 75 TON

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- 8" HMA Binder Course, IL-19.0, N50 – 400 TON
- 2" HMA Surface Course, Mix D, N50 – 375 TON
- 2" HMA Leveling Binder Course – 375 TON
- Material testing for PCC installation:
 - PCC Sidewalk Installation – 2,000 SF
 - PCC Curb & Gutter Installation – 400 FT

42.3.10 ST-035 Roadway Resurfacing (LAFO) – Main St. – Maple Ave. to 55th St.

- 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. However, the Village anticipates the probability of more frequent testing than the minimum required.
- Density determinations for pavement sub base:
 - Pavement Patch installation – 650 SY
- Pavement cores testing:
 - HMA Core Density & Thickness – 20 EACH
- Density determinations for Hot Mix Asphalt:
 - 1 ½" HMA Surface Course, Mix D, N70 – 560 TON
 - ¾" Polymerized Leveling Binder, IL-4.75, N50 – 280 TON
 - HMA Driveway R & R (3") – 15 SY
- Material testing for PCC installation:
 - PCC Sidewalk R & R – 500 SF
 - PCC Driveway R & R – 55 SY
 - PCC Curb & Gutter R & R – 600 FT

42.3.11 ST-043 Roadway Reconstruction, Chase Rd, South of Maple

- Density determinations and additional field tests as necessary during subgrade work:
 - Excavation – 150 CY
- Density determinations for Hot Mix Asphalt:
 - 3" HMA Surface Course, Mix C, N50 – 195 TON
 - 8" HMA Binder Course, IL-19.0, N50 – 530 TON
 - HMA Driveway Replacement (3") – 2,700 SY
- Material testing for PCC installation:
 - PCC Curb & Gutter Installation – 650 FT

42.3.12 SW-067 Lacey Creek (Sub G) – 35th Street between Saratoga and Venard

- Density determinations for trench backfill:
 - Storm Sewer installation (15" to 24" RCP) – 200 FT
- Soil bearing capacity determination (for retaining wall) – 30 FT
- Density determinations for Hot Mix Asphalt:
 - 3" HMA Surface Course, Mix C, N50 – 20 TON
 - 8" HMA Binder Course, IL-19.0, N50 – 40 TON
- Material testing for PCC installation:

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- PCC Sidewalk Replacement – 250 SF
- PCC Curb & Gutter R & R – 60 FT

42.3.13 SW-077 Sterling/Glendenning Storm Sewer

- Density determinations for trench backfill:
 - Storm Sewer installation (12" RCP) – 600 FT
- Density determinations for Hot Mix Asphalt:
 - 3" HMA Surface Course, Mix C, N50 – 100 TON
 - 8" HMA Binder Course, IL-19.0, N50 – 250 TON
- Material testing for PCC installation:
 - PCC Driveway R & R – 75 SY

42.3.14 TR-014 Safe Routes to School

- 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.
- Number of cylinders and additional field tests to assure quality PCC placement.
 - New PCC Sidewalk (5") – 4,500 SF
 - PCC Sidewalk Replacement – 800 SF
 - PCC Curb & Gutter – 800 LF
 - PCC Driveway Replacement – 170 SY
- Pavement cores testing:
 - HMA Core Density & Thickness – 4 EACH
- Density determination for Hot Mix Asphalt:
 - 1.5" HMA Surface Course, Mix D, N50 – 100 TON
 - 1.5" HMA Leveling Binder Course, N50 – 100 TON

42.3.15 TR-017 Traffic Signal Modernization, Main and Grant

- 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. However, the Village anticipates the probability of more frequent testing than the minimum required.
- Material testing for PCC installation:
 - PCC Sidewalk Replacement – 750 SF
 - PCC B6.12 Combo Curb & Gutter – 100 FT
 - PCC Foundations – 40 LF

42.3.16 WA-006 Watermain Lining, 55th St.

- Density determinations for trench backfill:
 - Watermain installation (6" DIP) – 40 FT
 - Watermain installation (8" DIP) – 215 FT
 - Watermain installation (12" DIP) – 50 FT
 - Storm Sewer installation (10" RCP) – 16 FT

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- Storm Sewer installation (12" RCP) – 32 FT
- Storm Sewer installation (30" RCP) – 8 FT
- Storm Sewer installation (36" RCP) – 16 FT
- Water Service installation (1-1/2") – 5 EACH
- Material testing for PCC installation:
 - PCC Sidewalk R & R – 800 SF
 - PCC Curb and Gutter R & R – 220 FT

42.3.17 WA-018 Watermain Replacement, Wisconsin (Walnut to Janes)

- Density determinations for trench backfill:
 - Watermain installation (12" DIP) – 2,600 FT
 - Storm Sewer installation (12" RCP) – 32 FT
 - Storm Sewer installation (24" RCP) – 24 FT
 - Storm Sewer installation (48" RCP) – 40 FT
 - Water Service installation (1-1/2") – 22 EACH
- Density determination for Hot Mix Asphalt:
 - 2" HMA Surface Course, Mix C, N50 – 950 TON
 - 1" HMA Level Binder Course, IL-19.0, N50 – 475 TON
 - 4" HMA Base Course, IL-19.0, N50 – 270 TON
 - HMA Driveway R & R (3") – 200 SY
- Material testing for PCC installation:
 - PCC Sidewalk R & R – 700 SF
 - PCC Driveway R & R – 50 SY

42.3.18 WA-039 Watermain Loop, Annexed Area

- Density determinations for trench backfill:
 - Watermain installation (8" DIP) – 200 FT (portion in roadway)
- Density determinations for Hot Mix Asphalt:
 - 3" HMA Surface Course, Mix C, N50 – 25 TON
 - 8" HMA Binder Course, IL-19.0, N50 – 70 TON
 - HMA Driveway Replacement (3") – 300 SY
- Material testing for PCC installation:
 - PCC Driveway R & R – 140 SY

42.3.19 WA-028 Watermain Improvements, Contract A

- Density determinations for trench backfill:
 - Watermain installation (8" DIP) – 4,400 FT
 - Storm Sewer installation (12"-15" RCP) – 70 FT
 - Water Service installation (1-1/2") – 78 EACH
- Density determinations for Hot Mix Asphalt:
 - 7" HMA Base Course, IL-19.0, N50 – 1,900 TON
 - HMA Driveway R & R (3") – 200 SY
- Material testing for PCC installation:
 - PCC Sidewalk R & R – 1,400 SF
 - PCC Driveway R & R – 100 SY

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- PCC Curb and Gutter R & R – 50 FT

42.3.20WA-Various Watermain Improvements, Contract B

- Density determinations for trench backfill:
 - Watermain installation (8" DIP) – 4,500 FT
- Density determination for Hot Mix Asphalt:
 - 2" HMA Surface Course, Mix C, N50 – 550 TON
 - 1" HMA Level Binder Course, IL-19.0, N50 – 300 TON
 - HMA Driveway R & R (3") – 100 SY
- Material testing for PCC installation:
 - PCC Sidewalk Replacement – 2,500 SF
 - PCC Curb and Gutter R & R – 500 FT
 - PCC Driveway Replacement – 200 SY

42.3.21WP-006 Storage Building Installation

- Soil bearing capacity determination – 275 SY
- Density determination for aggregate base course:
 - Aggregate Base Course – 275 SY
- Material testing for PCC installation:
 - Concrete Footing and Foundation Installation – 175 LF
 - Concrete Slab, 6"– 180 SY

42.3.22WP-008 Water System Security Enhancements (Various Locations) & WP-010 Water Facility Maintenance, Annual Element (Various Locations)

- Density determinations for subgrade and aggregate subbase:
 - Driveway removal & replacement (9") – 1,500 SY
- Density determination for Hot Mix Asphalt:
 - HMA Surface Course, Mix C, N50 - Driveway R & R (3") – 1,500 SY
- Material testing for PCC installation:
 - Portland Cement Concrete Foundations – 200 EA @ 48" D x

42.3.23ST-004 © Preventative Seal (Various Locations) & P-010 Parking Lot Improvements- Seal Coat (Various Locations)

- Material testing for Fiber-Asphalt Sealant:
 - Fiber content of pre-mixed fiber-asphalt crack sealing mixture

43. MATERIAL TESTING

- 43.1 The ENGINEER'S representative on a project shall familiarize himself with the contract plans 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

Village of Downers Grove

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, if applicable.

44. PROPOSAL

- 44.1 The Proposal shall include the following information:

- a. Name of the Projects:
- b. A statement describing the Field and Laboratory Testing Program recommended. Not limited to items listed on Schedule of Fees in **48**.
- c. 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.
- d. Detailed cost estimates for each project in (a.) above shall not be required. A separate Work Order (WO) shall be agreed to by the Village and the Engineer for each construction project for which the Village desires the Engineer to provide services prior to the start of construction for that project.
- e. The total not-to-exceed contract amount shall be left blank in the Proposal until such time as the Village and the Proposer have agreed to a final scope and budget.

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

45. PROPOSAL REVIEW and SELECTION PROCESS

- 45.1 Unless the Village exercises its right to reject all Proposals, the Contract will be awarded to that responsible Proposer(s) 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.

45.1.1 Step One:

The Village will review and evaluate each Proposal based on the requirements for

Village of Downers Grove

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
- Unit rates for commonly used personnel and tests

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

45.1.2 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. The Village reserves the right to award contracts for these services to more than one proposer, each for specific projects and/or for a portion of the overall testing budget for 2013, if it is deemed to be in the best interest of the Village.

45.1.3 Step Three:

The Village will send a Notice of Award (NOA) letter to the selected firm(s), followed by a Notice to Proceed (NTP) for each individual project upon the successful negotiation of a WO.

46. **PERIOD OF SERVICE**

46.1 Timeframes given are estimated only and not limiting when material testing services may be required. The estimated project durations are given in #41 of the Detail Specifications.

46.2 If the Village exercises its option to terminate this Contract 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. **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:

Jeff Loster, P.E.
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-6875
Fax 630-434-5495
jloster@downers.us

Village of Downers Grove

48. SCHEDULE OF FEES (Prices Effective Until Completion of Projects)

2013 MATERIAL TESTING SERVICES		
DESCRIPTION	UNIT	UNIT PRICE
PROFESSIONAL PERSONNEL SERVICE		
CHIEF ENGINEER	HOUR	N/A
PRICIPAL ENGINEER (CONSULTANT)	HOUR	\$145.00
SENIOR ENGINEER	HOUR	N/A
PROJECT ENGINEER	HOUR	\$105.00
STAFF ENGINEER	HOUR	\$95.00
TECHNICAL AND SUPPORT PROFESSIONAL SERVICES		
LAB/ENGINEER TECHNICIAN	HOUR	\$85.00
FIELD TECHNICIAN	HOUR	\$85.00
SECRETARY	HOUR	N/C
LABORATORY TESTING (SOILS)		
VISUAL CLASSIFICATION, INCLUDING POCKET PENETROMETER READINGS	EACH	\$5.00
MOISTURE CONTENT DETERMINATION (ASTM D 2216)	TEST	\$8.00
SIEVE ANALYSIS, DRY, 7 SIEVES	TEST	\$75.00
SIEVE ANALYSIS, WASHED, 7 SIEVES	TEST	\$95.00
COMBINED HYDROMETER AND SIEVE ANALYSIS (ASTM D 422)	TEST	\$145.00
ATTERBERG LIMITS, LL, PL (ASTM D 423, 424)	TEST	\$85.00
SPECIFIC GRAVITY DETERMINATION (ASTM D 854)	TEST	\$80.00
NUCLEAR MOISTURE/DENSITY GAUGE	DAY	\$30.00
CCDD PER PUBLIC ACT 96-1416. (35 IAC 742) TACO. STANDARD TURN AROUND (7-10)	EACH SAMPLE	\$1,044.00
CCDD PER PUBLIC ACT 96-1416. (35 IAC 742) TACO. EXPEDITE TURN AROUND (2 DAY)	EACH SAMPLE	\$2,068.00
STANDARD PROCTOR COMPACTION (ASTM D 698)	TEST	\$145.00
MODIFIED PROCTOR COMPACTION (ASTM D 1557)	TEST	\$155.00
DISCRETE SOIL PH	EACH SAMPLE	\$12.00
DISCRETE SOIL VOC	EACH SAMPLE	\$180.00
DISCRETE SOIL SVOC	EACH SAMPLE	\$300.00
DISCRETE SOIL PNA	EACH SAMPLE	\$150.00
DISCRETE SOIL BETX	EACH SAMPLE	\$60.00
DISCRETE SOIL RCRA METALS	EACH SAMPLE	\$126.00
DISCRETE SOIL TARGET ANALYTE METALS (TAL)	EACH SAMPLE	\$306.00
DISCRETE SOIL PCBS	EACH SAMPLE	\$120.00
DISCRETE SOIL PESTICIDES	EACH SAMPLE	\$120.00
SPLP METALS	EACH SAMPLE	\$226.00
TCLP METALS	EACH SAMPLE	\$226.00
WASTE CHARACTERIZATION RCRA GREEN SHEET ANALYSIS	EACH SAMPLE	\$2,142.00

Village of Downers Grove

LABORATORY TESTING (CONCRETE & ASPHALT)		
CONCRETE AGGREGATE TEST: FINE AGGREGATE SIEVE ANALYSIS	TEST	\$75.00
COARSE AGGREGATE SIEVE ANALYSIS	TEST	\$75.00
FINE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	\$260.00
COARSE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	\$260.00
COMPRESSIVE STRENGTH OF CONCRETE CYLINDERS	EACH CYL.	\$14.00
EXTRACTION FOR ASPHALT CONTENT	TEST	\$225.00
MODIFIED EXTRACTION FOR FIBER CONTENT (FIBER-ASPHALT)	TEST	\$225.00
HMA CORE DENSITY & THICKNESS	EACH CORE	\$55.00
BULK SPECIFIC GRAVITY of GYRATORY SAMPLE	TEST	\$245.00
MAXIMUM SPECIFIC GRAVITY, BIG D (ASTM D2041)	TEST	\$175.00
MISCELLANEOUS		
CYLINDER PICK UP	HOUR	\$75.00
MILEAGE	MILE	\$0.65
PID SCREENING	HOUR	\$110.00
SOIL SAMPLING	HOUR	\$110.00
TOTAL (NOT-TO-EXCEED) CONTRACT AMOUNT		\$50,000.00

*ALL EQUIPMENT COSTS SHALL BE INCORPORATED INTO THE UNIT COSTS ABOVE

* Cost includes VOCs, SVOCs, Pesticides, PCBs, RCRA8 Total and TCLP Metals, pH and preserved vials only.

Full IEPA MAC list \$2,032.00/per test

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.)



February 4, 2013

Mr. Jeff Loster
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Subject: 2013 Material Testing Services – Various 2013
Downers Grove, Illinois
GEOCON Proposal No.: 13-P042

Dear Mr. Loster:

In response to your January 25, 2013 Request for Proposal, GEOCON Professional Services, LLC (GEOCON) is pleased to submit this proposal for providing material testing services on the above referenced projects. A brief discussion of the scope of services to be provided is included in the following paragraphs.

SCOPE OF WORK

GEOCON proposes to provide technical personnel to perform the necessary testing and inspection services in accordance with the project specifications, or other applicable guidelines. It is understood that the testing services required for your projects will include the following:

- *Soil and aggregate density determination for trench backfill and subgrade work.*
- *Density determinations for hot mix asphalt surface, binder and base courses.*
- *Field slump, air content and temperature testing of jobsite concrete.*
- *HMA core density and thickness testing.*
- *Foundation bearing capacity testing.*
- *Laboratory compressive strength testing of concrete cylinder specimens.*

FEE PROPOSAL

It is proposed to perform the services on a unit charge basis in accordance with the Village of Downers Grove Schedule of Fees. The final compensation will depend upon the actual number of laboratory tests performed and technical time expended for each project.

AUTHORIZATION

GEOCON will proceed with the work on the basis of written authorization. Should you have any questions regarding this proposal, or if we could be of any other assistance, please feel free to call us at our office. We are looking forward to working with you.

Sincerely,

GEOCON Professional Services, LLC

A handwritten signature in black ink that reads "James M. Kurnik".

James M. Kurnik, P.E
Branch Manager

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:

GEOCON Professional Services, LLC

Company Name

9370 W. Laraway Road, Suite D

Street Address of Company

Frankfort, Illinois 60423

City, State, Zip

815-806-9986

Business Phone

815-464-8691

Fax

Date: 2/4/2013

j.kurnik@geoconcompanies.com

Email Address

Jim Kurnik

Contact Name (Print)

708-878-2322

24-Hour Telephone

Edward J. Tunelius
Signature of Officer, Partner or
Sole Proprietor

EDWARD J. TUNELIUS
Print Name & Title MANAGER

ATTEST: If a ~~Corporation~~ LLC

James M. Anshen

Signature of ~~Corporation~~ Secretary - TREASURER

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: GEOCON Professional Services, LLC
ADDRESS: 9370 W. Laraway Road, Suite D
CITY: Frankfort
STATE: Illinois
ZIP: 60423
PHONE: 815-806-9986 FAX: 815-464-8691
TAX ID #(TIN): 45-0644817

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Robinson Engineering, Ltd.
ADDRESS: 17000 South Park Avenue
CITY: South Holland
STATE: Illinois ZIP: 60473

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Signature] DATE: 2/4/2013

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to 2013 Material Testing Services, Proposer GEOCON 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 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 A 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 Revenue for the payment

PROPOSER'S CERTIFICATION (page 2 of 3)

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

BY: 
Proposer's Authorized Agent


4	5	-	0	6	4	4	8	1	7
---	---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 4th day of February, 2013.


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 GEOCON Professional Services, LLC, and the full names of its Officers are as follows:

President: Christopher J. King

Secretary: James M. Grisham

Treasurer: James M. Grisham

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:

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 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 The Horton Group, Inc.

Agent Deborah Maloney

Street Address 10320 Orland Parkway

City, State, Zip Code Orland Park, Illinois 60467

Telephone Number 708-845-3359

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

Print Name of Company: GEOCON Professional Services, LLC

Print Name and Title of Authorizing Signature: James M. Kurnik, Branch Manager

Signature: 

Date: 2/4/2013

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: GEOCON Professional Services, LLC

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.**

GEOCON employs engineering technicians that are members of the International
Union of Operating Engineers, Local 150. These technicians are part of the
IUOE Local 150 apprenticeship and training program.

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: James M. Kurnik, Branch Manager

Signature: 

Date: 2/4/2013

BUY AMERICA CERTIFICATION

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

Instructions:

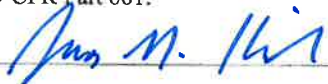
Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

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

Signature _____



Company Name GEOCON Professional Services, LLC

Title Branch Manager

Date 2/4/2013

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 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: GEOCON Professional Services, LLC

Address: 9370 W. Laraway Road, Suite D

City: Frankfort, Illinois Zip Code: 60423

Telephone: (815) 806-9986 Fax Number: (815) 464-8691

E-mail Address: j.kurnik@geoconcompanies.com

Authorized Company Signature: 

Print Signature Name: James Kurnik Title of Official: Branch Manager

Date: 2/4/2013

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 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:

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


Signature

James Kurnik
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

48. SCHEDULE OF FEES (Prices Effective Until Completion of Projects)

2013 MATERIAL TESTING SERVICES		
DESCRIPTION	UNIT	UNIT PRICE
PROFESSIONAL PERSONNEL SERVICE		
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SENIOR ENGINEER	HOUR	N/A
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STAFF ENGINEER	HOUR	\$95.00
TECHNICAL AND SUPPORT PROFESSIONAL SERVICES		
LAB/ENGINEER TECHNICIAN	HOUR	\$85.00
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MODIFIED PROCTOR COMPACTION (ASTM D 1557)	TEST	\$155.00
DISCRETE SOIL PH	EACH SAMPLE	\$12.00
DISCRETE SOIL VOC	EACH SAMPLE	\$180.00
DISCRETE SOIL SVOC	EACH SAMPLE	\$300.00
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DISCRETE SOIL BETX	EACH SAMPLE	\$60.00
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SPLP METALS	EACH SAMPLE	\$226.00
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Village of Downers Grove

LABORATORY TESTING (CONCRETE & ASPHALT)		
CONCRETE AGGREGATE TEST:		
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COARSE AGGREGATE SIEVE ANALYSIS	TEST	\$75.00
FINE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	\$260.00
COARSE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	\$260.00
COMPRESSIVE STRENGTH OF CONCRETE CYLINDERS	EACH CYL.	\$14.00
EXTRACTION FOR ASPHALT CONTENT	TEST	\$225.00
MODIFIED EXTRACTION FOR FIBER CONTENT (FIBER-ASPHALT)	TEST	\$225.00
HMA CORE DENSITY & THICKNESS	EACH CORE	\$55.00
BULK SPECIFIC GRAVITY OF GYRATORY SAMPLE	TEST	\$245.00
MAXIMUM SPECIFIC GRAVITY, BIG D (ASTM D2041)	TEST	\$175.00
MISCELLANEOUS		
CYLINDER PICK UP	HOUR	\$75.00
MILEAGE	MILE	\$0.65
PID SCREENING	HOUR	\$110.00
SOIL SAMPLING	HOUR	\$110.00
TOTAL (NOT-TO-EXCEED) CONTRACT AMOUNT		\$50,000.00

*ALL EQUIPMENT COSTS SHALL BE INCORPORATED INTO THE UNIT COSTS ABOVE

* Cost includes VOCs, SVOCs, Pesticides, PCBs, RCRA8 Total and TCLP Metals, pH and preserved vials only.

Full IEPA MAC list \$2,032.00/per test

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 submission, an executed Campaign Disclosure Certificate.

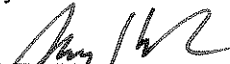
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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:

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


Signature

James Kurnik
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: \$ _____


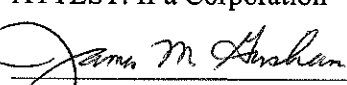
Signature

Print Name

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:	
GEOCON Professional Services, LLC _____ Company Name	Date: 2/4/2013 _____
9370 W. Laraway Road, Suite D _____ Street Address of Company	j.kurnik@geoconcompanies.com _____
Frankfort, Illinois 60423 _____ City, State, Zip	Jim Kurnik _____
815-806-9986 _____ Business Phone	708-878-2322 _____
815-464-8691 _____ Fax	24-Hour Telephone
	 _____ Signature of Officer, Partner or Sole Proprietor
	EDWARD J. TUNELIUS _____ Print Name & Title MANAGER
ATTEST: If a Corporation - LLC  _____ Signature of Corporation Secretary - TREASURER	

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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

PROJECT DESCRIPTIONS

The following is a list of projects and locations to be included in the scope of work:

- S-004 New Sidewalk Installation Program
- S-006 Replacement Sidewalk Program/Brick Sidewalk Remnants
- ST-004 (A) Roadway Maintenance Program (Non-MFT)
- ST-004 (B) Roadway Maintenance Program (MFT)
- ST-004 (D) Roadway Maintenance Program (Patching)
- ST-010 Washington Street Improvements, Burlington to Maple
- ST-012 Roadway Recon. Concord Square Unit 2
- ST-015 Roadway Recon. Oak Grove Unit 3
- ST-025 Roadway Reconstruction, Brookbank Road, 59th St. to 60th St.
- ST-035 Roadway Resurfacing (LAFO), Main, Maple to 55th
- ST-043 Roadway Reconstruction, Chase Rd, South of Maple
- SW-067 Lacey Creek (Sub G) – 35th St. between Saratoga and Venard
- SW-077 Sterling/Glendenning Storm Sewer
- TR-014 Safe Routes to School
- TR-017 Traffic Signal Modernization, Main & Grant
- WA-006 Watermain Lining, 55th St. (Blodgett to Fairview)
- WA-018 Watermain Replacement, Wisconsin (Walnut to Janes)
- WA-039 Watermain Loop, Annexed Area
- WA-028 Watermain Improvements, Contract A
- WA-028 Watermain Improvements, Contract B
- WP-006 Storage Building Installation
- WP-008 Water System Security Enhancements (Various Locations) &
WP-010 Water Facility Maintenance, Annual Element (Various Locations)
- ST-004 (C) Preventative Seal (Various Locations) &
P-010 Parking Lot Improvements – Seal Coat (Various Locations)