

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 2, 2013 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Watermain Construction Engineering Services	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award contracts for a watermain construction engineering services for a total of \$178,400 to

- Crawford Murphy & Tilly, Inc. of Aurora, Illinois in the amount of \$111,500.00 for Community Investment Program (CIP) project WA-028 and WA-018
- Strand Associates, Inc. of Joliet, Illinois in the amount of \$66,900.00 for CIP project WA-039

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY13 budget includes \$184,300 in the Water Fund for these projects.

RECOMMENDATION

Approval on the April 9, 2013 consent agenda.

BACKGROUND

The Village's Community Investment Plan for 2013 includes an amount of \$2,700,000 for watermain replacements in various areas throughout the Village and \$1,000,000 for new watermain construction in a recently annexed area of the Village. The proposed construction engineering services will provide construction observation and resident engineering services during the construction of these projects. The contract with Crawford, Murphy & Tilly will provide these services for the watermain replacement work, and the contract with Strand Associates will be provided for the new watermain construction project. Construction is scheduled for summer 2013 for these projects.

The Village posted a request for qualifications for water main construction engineering services. Staff pre-qualified four firms from eighteen submitters. All four firms submitted proposals for construction engineering services. Village Staff recommends award of these contracts for professional services to Crawford, Murphy & Tilly, Inc. and Strand Associates based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee. Strand Associates is the Village's water system modeling consultant, and they have extensive experience in water distribution system design, construction and management. They also provided construction engineering services for the Village in 2012 and performed very well.

ATTACHMENTS:

Contract Forms
 Campaign Disclosure Forms
 Capital Project Sheets WA-018
 Capital Project Sheets WA-028
 Capital Project Sheets WA-039



REQUEST FOR QUALIFICATIONS / PROPOSAL (Professional Services)

Name of Proposing Company: Crawford, Murphy & Tilly, Inc.

Project Name: Watermain Construction Engineering Services
Proposal No.: WA-028-13

Statement of Qualifications Due: Friday, February 8, 2013 @ 10:00 A.M. – Public Works
Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Wednesday, January 23, 2013

This document consists of 29 pages.

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

NATE HAWK
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5467
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 Facility, 5101 Walnut Avenue, Downers Grove, IL 60515.

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

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

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

- I. REQUEST FOR QUALIFICATIONS
- II. REQUEST FOR PROPOSALS
- III. TERMS & CONDITIONS
- IV. DETAILED SPECIFICATIONS
- V. PROPOSER'S RESPONSE
- VI. 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, this RFP document shall become the contract. The successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR QUALIFICATIONS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Statement of Qualifications (SOQ) documents up to **Friday, February 8, 2013 @ 10:00 A.M.**
- 1.2 SOQs must be received at the Village of Downers Grove by the time and date specified. SOQs received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 SOQs shall be sent to the Village of Downers Grove, ATTN: NATE HAWK, in a sealed envelope marked "SEALED SOQ". The envelope shall be marked with the name of the project, date, and time set for receipt of SOQs.

2. STATEMENT OF QUALIFICATIONS

- 2.1 The prospective Firms must have particular expertise in municipal water main construction in order to fully and properly act on the Village's behalf in all activities related to construction of the project. These Firms must have a staffed office located within 150 miles of the Village. **In order to be considered for this project, interested Firms must submit the following information as its Statement of Qualifications (SOQ) based on the scope of the project as described in Section IV. Price proposals are not to be submitted with the initial SOQ. The Village will request price proposals from selected qualified firms.** (If sub-consultants/contractors are proposed, similar detailed information must be provided for each entity). One original and two copies of the SOQ (one copy to be in the form of a .pdf file on a CD) shall be submitted in an 8 ½ x 11 format and be organized as follows:
 - Company Background
 - i. Number of years in business
 - ii. Officers of Company
 - iii. Annual Volume of Similar Work
 - iv. Current Capacity
 - v. Listing of existing suits, claims, or pending judgments
 - Similar Project Experience
 - vi. Provide detailed information regarding three (3) similar projects performed by the submitting firm within the past five (5) years. Include client contact information for all projects.
 - Proposed Project Team – identify the specific Construction Engineer proposed for this project, with qualifications. The individuals proposed must be utilized on all Village projects unless an alternate is approved in writing by the Village.
- 2.2 The SOQ shall be succinct, and directly relevant to this project. Maximum number of pages for Firm generated SOQ shall be 20 single sided or 10 double sided. Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project should be listed as the proposed project team. Also, please identify the physical location of the project team members.

- 2.3 SOQs shall become the property of the Village. The Village will maintain confidentiality of all received SOQs, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.
- 2.4 Short List Selection
Upon receipt of the SOQs, Village Staff will review the qualifications of each firm and shall select a short list of approximately 3 to 5 firms. **Specific service and fee proposals shall then be solicited from only these selected firms. Please see Section IV.2. below.**

II. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Proposal forms shall be sent to the Village of Downers Grove, ATTN: NATE HAWK, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.3 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.
- 1.4 By submitting the Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.

2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

4. RESERVED RIGHTS

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

III. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

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

2. USE OF VILLAGE'S NAME

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

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 3.1 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.

4. NONDISCRIMINATION

- 4.1 Proposer shall, as a party to a public contract:
 - 4.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - 4.1.2 By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- 4.2 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.

5. SEXUAL HARASSMENT POLICY

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

- 5.1.1 Notes the illegality of sexual harassment;
- 5.1.2 Sets forth the State law definition of sexual harassment;
- 5.1.3 Describes sexual harassment utilizing examples;
- 5.1.4 Describes the Proposer's internal complaint process including penalties;
- 5.1.5 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
- 5.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

6. EQUAL EMPLOYMENT OPPORTUNITY

6.1 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:

- 6.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 6.1.2 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.
- 6.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 6.1.4 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.

- 6.1.5 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.
- 6.1.6 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.
- 6.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

7. DRUG FREE WORK PLACE

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

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.

- 7.2 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.
- 7.3 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.

- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PATRIOT ACT COMPLIANCE

8.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney’s fees and costs) arising from or related to any breach of the foregoing representations and warranties.

9. INSURANCE REQUIREMENTS

9.1 Prior to starting the Work, Proposer 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 Proposer or subcontractor 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	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
Comprehensive General Liability	\$1,000,000	Each Occurrence

Village of Downers Grove

	\$1,000,000	Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$500,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate

- 9.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.
- 9.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 9.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 9.5 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.
- 9.6 Proposer and any 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**.
- 9.7 Proposer 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 Proposer 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 Proposer or Subcontractor,

or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

- 9.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise the Proposer or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Proposer 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.
- 9.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Proposer 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. Proposer 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.
- 9.10 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10. CAMPAIGN DISCLOSURE

- 10.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 10.2 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.
- 10.3 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.
- 10.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain

from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

11. SUBLETTING OF CONTRACT

11.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

12. TERM OF CONTRACT

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

13. TERMINATION OF CONTRACT

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

14. BILLING & PAYMENT PROCEDURES

14.1 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.

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

14.3 Please send all invoices to the attention of Nate Hawk, Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

15. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

15.1 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.

16. STANDARD OF CARE

16.1 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.

16.2 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.

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

17. GOVERNING LAW

17.1 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.

18. SUCCESSORS AND ASSIGNS

18.1 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.

19. WAIVER OF CONTRACT BREACH

19.1 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.

20. AMENDMENT

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

21. NOT TO EXCEED CONTRACT

21.1 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 in the same manner by which the original contract was approved.

22. SEVERABILITY OF INVALID PROVISIONS

22.1 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.

23. NOTICE

23.1 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.

24. COOPERATION WITH FOIA COMPLIANCE

24.1 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.

IV. DETAIL SPECIFICATIONS

1. SCOPE OF SERVICES

1.1 General Scope of Services

Provide, to the satisfaction of the Village, qualified personnel to adequately perform the requirements stated herein. The Village is requesting proposals from qualified firms to provide a construction engineer to assist Village Staff with full-time observation of watermain construction projects during the 2013 construction season beginning at the end of April and finishing at the end of October. The prospective construction engineer shall have specific expertise in watermain installation procedures and construction observation.

- A. The construction engineer will act as the on-site representative of the Village in order to help ensure that the project is completed according to the contract documents within the currently approved project budget and schedule.
- B. The construction engineer will be responsible for familiarizing themselves with the plans and specifications for the Village's watermain installation/lining projects for 2013.
- C. The construction engineer shall document construction activities, observe construction, coordinate appropriate testing and inspection with the Village's testing consultant, and notify/confer with the Village's Project Manager should any issues arise during construction.

1.2 Pre-construction Services

Ascertain the standard practices of the Village and become familiar with the contract documents, which will include the contract between the Village and the Contractor and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction project and approved changes thereto.

- 1. Prepare Conformed Bid Documents: Prior to the Village's issuance of a Notice to Proceed for the work, the Construction Engineer shall conform the drawings and specifications to include all modifications to the documents that were included in any addenda issued to bidders. The Village will print copies as necessary for use by the construction contractor and the Village.
- 2. Prepare project files, Quantity and IDR Books: The Construction Engineer will prepare project files approved by the Village Engineer utilizing Village forms or IDOT forms as may be required, and make copies of Pay Request and Change Order Forms, and Quantity Book and IDR templates.

1.3 Construction Services

This task includes providing Construction Observation services during construction, including those tasks listed below. The Construction Engineer may be required to provide any/all of the on-site resident engineering services as explicitly specified below.

Village of Downers Grove

1. Provide on-site representation to accurately document and record by measure and/or computation, all quantities of materials used on the construction project in accordance with the specifications and standard practice of the Village recorded in a Quantity Book (provided by Village). Records of such measurements and computations shall include construction surveys, construction layout and staking measurements, preparing and submitting daily inspection reports (provided by Village), and quality control reporting throughout the entire construction process as the Village's representative. The aforementioned items will be kept in permanent form and become part of the construction project records.

Note: The Village's Project Manager will make available the necessary plans, specifications, copy of the contract, and other guides and instructions to permit the Construction Engineer to accomplish their prescribed duties to the same standards required of the Village's own forces.

2. Construction Schedule: Monitor the development and maintenance of the construction schedule by the Contractor, and maintain and update the overall project schedule as necessary.
3. Weekly Meetings: Conduct regular weekly meetings with the Contractor and other appropriate project team members including, without limitation, the Village's Project Manager, to coordinate and maintain the construction process.
4. RFIs (Requests for Information): Review and coordinate all RFIs from the Contractor for timely response. Review and monitor all supplemental instructions and directives for potential impact on the Project budget and schedule.
5. Pay Requests: Generate all applications for payment (on form provided by Village), perform all necessary computations, receive all certified payroll and waivers of lien, and make recommendation to the Village for payment.
6. Reports: Provide a monthly update report (1-2 Pages) to the Village that summarizes the status of the Project costs and schedule.
7. Change Orders: Review change orders submitted by the Contractor(s) for appropriateness and accuracy for signature by the Construction Engineer and recommend acceptance and/or payment of such changes to the Village.
8. Submittals: Review contractor submittals for conformance to the contract documents and make recommendation to accept, accept as noted, reject, or resubmit.
9. Punch Lists: Develop with the Village's Project Manager and Contractor construction punch lists for all areas of the Project. Monitor implementation and completion of all punch list items.
10. Project Diary: Document and maintain all project records either electronically or by

hand throughout the construction process in a Project Diary.

11. Advice and Assistance: Provide advice and assistance to the Village in resolving construction issues, claims, and disputes prior to the engagement of legal counsel (excluding legal advice).
12. Respond to Contractor Questions: Prepare responses to the contractor on behalf of the Village when a RFI is submitted to the Construction Engineer. The Construction Engineer shall log, respond, and maintain a file for each RFI response.
13. Prepare Design Clarifications: When, in the judgment of the Village, the intent of the design requires clarification, the Construction Engineer shall prepare sketches and/or written statements to clarify such intent.
14. Prepare Request for Change (RFC): For changes to the contract documents necessary because of unforeseen conditions, changes requested by the Village or changes necessary to incorporate a feature of the design, the Construction Engineer shall prepare drawings, sketches and/or specifications for the change in a RFC format selected by the Village. The RFC will be sent to the Contractor for preparation of a change order proposal.

The Construction Engineer shall then assist the Village in review of the Contractor's proposal and provide a recommendation.

15. Testing: Construction Engineer shall schedule geotechnical and material testing services with the Village's material testing consultant for tracking and obtaining all necessary certifications of materials used in the work.

Note: Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the Village and no variation will be permitted except upon written order of the Village. The Village will require qualified QC/QA engineers and inspectors to be on the project site upon request by the Proposer, so that adequate sampling for inspection and testing can be performed in a timely manner on each contract item to determine acceptance of the work in compliance with the contract plans and specifications and the standard practices of the Village.

16. Record Drawings (a.k.a. as-builts): Coordinate with contractor on record drawings for all construction work completed until completion of the project and any other miscellaneous functions necessary for properly administering the contract documents. Redline record drawings shall be submitted to the Village and shall be reviewed and approved by the Village.

Note: All records shall be submitted to the Village's Project Manager and become the property of the Village. All measurements, records, record drawings and final pay estimate calculations are due not later than four weeks after completion of construction.

17. Equipment, Transportation and Communication: Furnish and possess **on site**, all

necessary field survey equipment (i.e. tripod, level, grade rod, 100' tape, etc.) required for inspection of the Contractor's work. Furnish own mode of transportation to and from project sites. Furnish own communication facilities (i.e. cell phones and/or two-way radios) and any safety equipment as required by the Village. These items will be considered "tools of the trade" and no additional compensation will be made for them.

18. Field Office: No field office is anticipated for this work. Construction Engineer shall provide his own vehicle for use in the field at all times.

1.4 Post Construction/Project Close-out Services

This task includes assisting the Village during the project close-out process by providing the following services:

1. Contract Documents: Manage the close-out of the Project; punch list completion and receipt and documentation of all final lien waivers and other close-out documents, such as record drawings.
2. Project Accounting: Close-out the Project accounting and provide the final status of the Project budget.
3. Project File Box: Obtain on behalf of Village, and turn over to Village's Project Manager, plans, specifications, letters of acceptance, and all documentation pertaining to the Project, **neatly organized** in new, legal size, heavy duty, quality, dustproof Banker's Box(es).

2. PROPOSAL

2.1 Village Staff will contact those Firms on the short list directly and request a proposal abiding by this Section of the RFQ/RFP. **This RFP/RFQ is the contract between the prospective Firm and the Village. You must submit this entire RFQ/RFP document with your proposal. DO NOT SUBMIT A PROPOSAL UNTIL SPECIFICALLY REQUESTED TO DO SO. THE INITIAL SUBMITTAL TO THE VILLAGE SHALL BE THE SOQ ONLY.**

2.2 Quantity and Format

One original and two copies of the Proposal (one copy to be in the form of a .pdf file on a CD) shall be submitted in an 8 ½ x 11 format and be organized as follows:

- Cover Letter (optional)
- Project Understanding/Approach
- Project Organizational Chart
- Proposed Project Schedule
- Proposed Overall Not-To-Exceed Cost

The Proposal shall be succinct, and directly relevant to this project. Maximum number of pages for Firm generated proposal information shall be 20 single sided or 10 double sided.

Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project (listed in the SOQ) should be included.

2.3 Deadline and Proposal Disposition

The exact deadline for Proposals is not known at this time. Village Staff will inform those Firms on the short list of the proposal deadline once known. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer. Proposals shall become the property of the Village. The Village will maintain confidentiality of all received Proposals, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.4 Fees

The Village prefers the method of compensation for professional services to be based on hourly-charged personnel rates plus expenses, with a Total "Not To Exceed" cost.

Please submit an estimate of hourly personnel requirements to complete the scope of services outlined in your Proposal, a list of current hourly rates and a total "Not To Exceed" cost for providing the proposed services to the Village. This "Not To Exceed" cost shall include deliverables and reimbursable expenses, such as postage, delivery service, printing, etc. The Village shall be invoiced monthly. **Additional compensation above and beyond the "Not to Exceed" cost (i.e. change orders) will not be considered without a significant change in project scope.**

2.5 Firm Selection

Firm Selection will be based on the following:

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- Familiarity with Village of Downers Grove policies and preferences
- Recognition of items related to project, including identification of design elements, and processes that will ultimately result in a quality, streamlined project
- Overall Not-to-Exceed Total Cost

2.6 Pre-Proposal Field Review

Prior to submitting a Proposal, each prospective Firm shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of this project and to verify any representations made by the Village upon which the prospective Firm will rely. These investigations shall be limited to public property only. The monetary expenses incurred as a result of conducting these investigations shall be borne by the prospective Firm and shall not be the responsibility of the Village.

3. PROJECT DELIVERABLES

3.1 General

The Construction Engineer shall be required to submit, on a regular basis or from time to time, depending on the particular project, certain statements, reports, evaluations, opinions or other similar submissions as a part of Construction Engineering services and responsibilities as delineated herein and as required as a result of subsequent procedures developed in conjunction with the Village covered under the agreement for Construction Engineering services with the Village.

All items submitted by the Construction Engineer to the Village as part of the services on behalf of the Village shall become the sole property of the Village.

3.2 Format and Quantity

The Construction Engineer shall produce all deliverables compatible with, at minimum, Microsoft Office products including Microsoft Word, Excel, Project 2000, and AutoCAD 2010.

Unless otherwise agreed to in advance by the Village, and excluding drawings, plans, diagrams, samples and similar items, all deliverables shall be in an 8 ½ x 11 portrait format. Landscape format can be used to facilitate a more clear presentation of the information at the Construction Engineer's discretion.

Documents originally produced in or provided to the Construction Engineer in a legal, 8 ½ x 14 format need not be further reduced or modified. Larger exhibits should, if possible, be provided in an 8 ½ x 11 format by employing a tri-folded 11 x 17 format insert.

All plans, drawings, diagrams and similar items shall be delineated at a commonly recognized and used engineering scale and shall include north orientation, if applicable, as well as the drawn scale in both a written and graphic form.

3.2 Digital Photo Documentation

In addition to read-only compact discs of photo documentation, two sets of comprehensive project photo documentation submitted in support of observation reports, weekly status meetings, monthly status reports or other shall be provided in three-ring binders and annotated appropriately.

3.3 Final turnover of Construction Engineer's Documents

In addition to properly and chronologically organized hard-copy submissions, the Construction Engineer shall submit two (2) sets of read only compact disk(s) with all executed and received deliverables compatible with, at a minimum, Microsoft Word, Excel, , Microsoft Project 2000, and AutoCAD 2010.

4. CONTACTS

All questions concerning the project and/or submittal should be directed to:

Nate Hawk
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5467, Fax 630-434-5495

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

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



CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS

March 14, 2013

Mr. Nathaniel Hawk
Staff Engineer
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Dear Mr. Hawk:

**Re: Cost Proposal for Watermain Construction Engineering Services
2013 Construction Season
Proposal No. WA-028-13**

In response to your request for proposal for the 2013 Construction Season Watermain Construction Engineering Services, we are forwarding the signed village proposal forms with the cost proposal inserted in Section V. For part time services from April 15 to April 26 and October 14 to November 1 assuming 4 hours of field time per day, and full time services from April 29 to October 11 assuming 9 hours of field time per day, the estimate is **1,220** hours and an engineering fee of **\$111,500**, which includes a 5% contingency.

At this time we are proposing Marc Mayotte as shown in our submitted qualifications for resident engineer. The backup will be Jim Chambers.

Thank for prequalifying Crawford, Murphy & Tilly, Inc. and requesting a proposal. We look forward to the opportunity to work with the village of Downers Grove.

Sincerely,
CRAWFORD, MURPHY & TILLY, INC.

Bernard D. Held, P.E.
Director, Water and Wastewater Services
Senior Vice President

CRAWFORD, MURPHY & TILLY, INC.
V. Proposers Response to RFP 2013 PROFESSIONAL SERVICES COST ESTIMATE

CLIENT Village of Downers Grove
PROJECT NAME General Watermain Construction WA-028-13
CMT JOB NO. TBD

Prep By CPD
DATE 03/14/13

Apprvd BDH
DATE 03/14/13

TASK NO.	TASKS \ CLASSIFICATIONS	PRINCIPAL	SR PROJECT ENGR MANAGER	PROJECT ENGR ARCHITECT	SENIOR ENGINEER MANAGER	SENIOR ARCHITECT	SENIOR ENGINEER ARCHITECT	LAND SURVEYOR	SENIOR TECHNICIAN	SENIOR PLANNER PLANNER	RESIDENT MGR TECHNICIAN	TECHNICAL ASSISTANT	ADMIN ASSISTANT CLERK	MAN HOURS & LABOR SUMMARY
	CURRENT YEAR 2012 HOURLY RATES	\$172	\$167	\$137	\$117	\$107	\$97	\$112	\$102	\$77	\$82	\$67	\$50	TOTAL
1	5 weeks 50% time, 24 weeks full time plus 10%													
2														
3	Construction Observation (5 weeks - 50% time)											100		100
4	Construction Observation (24 weeks - full time plus 10%)											1050		1,050
5	Project Management			70										70
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
	TOTAL MAN HOURS			70								1,150		1,220
	SUBTOTAL - BASE LABOR EFFORT			\$9,590								\$94,300		\$103,890

TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES											TOTAL EXPENSE	TOTAL FEE	
		TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP-MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP				
1	5 weeks 50% time, 24 weeks full time plus 10%														
2															
3	Construction Observation (5 weeks - 50% time)	\$8,200	\$400											\$400	\$8,600
4	Construction Observation (24 weeks - full time plus 10%)	\$86,100	\$1,900											\$1,900	\$88,000
5	Project Management	\$9,590													\$9,590
6															
7															
8															
9															
11															
12															
13															
14															
15															
	TOTALS	\$103,890	\$2,300											\$2,300	\$106,190
	TIME PERIOD OF PROJECT	2013	2014	2015	2016	TOTAL	EST % OF OT HRS INCLUDED ABOVE AVERAGE OVERTIME RATE PREMIUM					20%	MULTI-YEAR + OT MLTPLR & AMT		
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	100%				100%	OT ADJUSTMENTFACTOR					1.0000			
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	1.0000				1.0000						5%	\$5,310		
	ESTIMATED CONTINGENCY														
	ROUNDING														
	TOTAL FEE	MATH CROSS CHECK IS OK												\$111,500	

Village of Downers Grove

VI. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Crawford, Murphy & Tilly, Inc.

Company Name

550 N. Commons Drive, Suite 116

Street Address of Company

Aurora, IL, 60504

City, State, Zip

630-820-1022

Business Phone

630-820-0350

Fax

Date: 3/7/2013

bheld@cmtengr.com

Email Address

Bernard D. Held, P.E.

Contact Name (Print)

630-820-1022

24-Hour Telephone

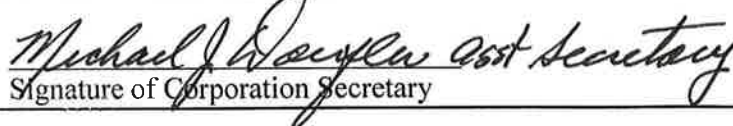


Signature of Officer, Partner or Sole Proprietor

Bernard D. Held, P.E., Senior Vice President

Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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

Village of Downers Grove



VENDOR W-9 REQUEST FORM

SEE ATTACHED W-9

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: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

PHONE: _____ **FAX:** _____

TAX ID #(TIN): _____

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: _____

DATE: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Crawford, Murphy & Tilly, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 2750 W. Washington Street		Requester's name and address (optional)
City, state, and ZIP code Springfield, IL 62702		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> </tr> </table>					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> </tr> </table>				
Employer identification number									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px; text-align: center;">37</td> <td style="width: 25%; height: 20px; text-align: center;">-0844662</td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> </tr> </table>	37	-0844662							
37	-0844662								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	<i>David J Burkhum, CONTROLLER</i>	Date ▶ <i>3-5-13</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Village of Downers Grove

PROPOSER'S CERTIFICATION

With regard to Watermain Construction Services for 2013, proposer Crawford, Murphy & Tilly, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

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

BY: *[Signature]*
Proposer's Authorized Agent

3 7 - 0 8 4 4 6 6 2

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 0 day of March, 2013.

[Signature]
Notary Public)



(Fill Out Applicable Paragraph Below)

Village of Downers Grove

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Delaware, which operates under the Legal name of Crawford, Murphy & Tilly, and the full names of its Officers are as follows:

President: Dan Meckes

Secretary: William Bailey

Treasurer: Louis Dixon

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

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

(c) **Sole Proprietor**

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

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

Village of Downers Grove

Insurer's Name Travelers (See attached ACORD)

Agent Holmes Murphy and Associates - Peoria

Street Address 311 S. W. Water Street

City, State, Zip Code Peoria, IL, 61602-4108

Telephone Number 1-800-527-9049

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

Print Name of Company: Crawford, Murphy & Tilly

Print Name and Title of Authorizing Signature: Bernard D. Held, P.E., Senior Vice President

Signature: 

Date: 3/7/2013

Village of Downers Grove

Suspension or Debarment Certificate

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

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

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

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

Company Name: Crawford, Murphy & Tilly

Address: 550 N. Commons Drive, Suite 116

City: Aurora Zip Code: 60504

Telephone: (630) 820-1022 Fax Number: (630) 820-0350

E-mail Address: bheld@cmtengr.com

Authorized Company Signature: 

Print Signature Name: Bernard D. Held, P.E. Title of Official: Senior Vice President

Date: 3/7/2013

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 bid submission, an executed Campaign Disclosure Certificate.

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

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

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

Under penalty of perjury, I declare:

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



Signature

Bernard D. Held, P.E.

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

VI. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Strand Associates, Inc.®

Company Name

1170 South Houbolt Road

Street Address of Company

Joliet, IL 60431

City, State, Zip

815-744-4200

Business Phone

815-744-4215

Fax

Date: February 6, 2013

Mike.Waldron@strand.com

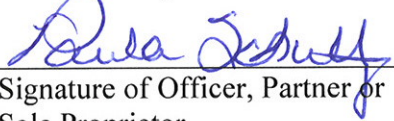
Email Address

Michael R. Waldron, P.E.

Contact Name (Print)

815-744-4200

24-Hour Telephone



Signature of Officer, Partner or
Sole Proprietor

Paula J. Schultz, Vice President

Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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

2013-2017 Capital Project Sheet

Project # **WA-028**

Project Description **Watermain Replacement, Annual Element**

Project summary, justification and alignment to Strategic Plan

This project accounts for annual watermain replacements.

Cost Summary	New	Maintenance	Replacement	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Years	TOTAL
Professional Services				100,000	100,000	100,000	100,000	100,000		500,000
Land Acquisition										-
Infrastructure		X		2,000,000	1,400,000	4,900,000	2,900,000	2,900,000		14,100,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				2,100,000	1,500,000	5,000,000	3,000,000	3,000,000	-	14,600,000

Funding Source(s)

481-Water Fund	▼	2,100,000	1,500,000	5,000,000	3,000,000	3,000,000		14,600,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		2,100,000	1,500,000	5,000,000	3,000,000	3,000,000	-	14,600,000

Project status and completed work

Design for 2013 projects will start in 2012.

Grants (funded or applied for) related to the project.

None.

Impact-annual operating expenses	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

This project will reduce operating expenses by eliminating the need for costly emergency repairs on the old watermain.

Map/Pictures of Project

Priority Score **A**

Project Manager:

David Bird

Program: **394**

Department:

Public Works



REQUEST FOR QUALIFICATIONS / PROPOSAL (Professional Services)

Name of Proposing Company: _____

Project Name: Watermain Construction Engineering Services
Proposal No.: WA-028-13

Statement of Qualifications Due: Friday, February 8, 2013 @ 10:00 A.M. – Public Works
Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Wednesday, January 23, 2013

This document consists of 29 pages.

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

NATE HAWK
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5467
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 Facility, 5101 Walnut Avenue, Downers Grove, IL 60515.

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

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

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

- I. REQUEST FOR QUALIFICATIONS
- II. REQUEST FOR PROPOSALS
- III. TERMS & CONDITIONS
- IV. DETAILED SPECIFICATIONS
- V. PROPOSER'S RESPONSE
- VI. 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, this RFP document shall become the contract. The successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR QUALIFICATIONS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Statement of Qualifications (SOQ) documents up to **Friday, February 8, 2013 @ 10:00 A.M.**
- 1.2 SOQs must be received at the Village of Downers Grove by the time and date specified. SOQs received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 SOQs shall be sent to the Village of Downers Grove, ATTN: NATE HAWK, in a sealed envelope marked "SEALED SOQ". The envelope shall be marked with the name of the project, date, and time set for receipt of SOQs.

2. STATEMENT OF QUALIFICATIONS

- 2.1 The prospective Firms must have particular expertise in municipal water main construction in order to fully and properly act on the Village's behalf in all activities related to construction of the project. These Firms must have a staffed office located within 150 miles of the Village. **In order to be considered for this project, interested Firms must submit the following information as its Statement of Qualifications (SOQ) based on the scope of the project as described in Section IV. Price proposals are not to be submitted with the initial SOQ. The Village will request price proposals from selected qualified firms.** (If sub-consultants/contractors are proposed, similar detailed information must be provided for each entity). One original and two copies of the SOQ (one copy to be in the form of a .pdf file on a CD) shall be submitted in an 8 ½ x 11 format and be organized as follows:
 - Company Background
 - i. Number of years in business
 - ii. Officers of Company
 - iii. Annual Volume of Similar Work
 - iv. Current Capacity
 - v. Listing of existing suits, claims, or pending judgments
 - Similar Project Experience
 - vi. Provide detailed information regarding three (3) similar projects performed by the submitting firm within the past five (5) years. Include client contact information for all projects.
 - Proposed Project Team – identify the specific Construction Engineer proposed for this project, with qualifications. The individuals proposed must be utilized on all Village projects unless an alternate is approved in writing by the Village.
- 2.2 The SOQ shall be succinct, and directly relevant to this project. Maximum number of pages for Firm generated SOQ shall be 20 single sided or 10 double sided. Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project should be listed as the proposed project team. Also, please identify the physical location of the project team members.

- 2.3 SOQs shall become the property of the Village. The Village will maintain confidentiality of all received SOQs, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.
- 2.4 Short List Selection
Upon receipt of the SOQs, Village Staff will review the qualifications of each firm and shall select a short list of approximately 3 to 5 firms. **Specific service and fee proposals shall then be solicited from only these selected firms. Please see Section IV.2. below.**

II. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Proposal forms shall be sent to the Village of Downers Grove, ATTN: NATE HAWK, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.3 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.
- 1.4 By submitting the Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.

2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

4. RESERVED RIGHTS

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

III. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

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

2. USE OF VILLAGE'S NAME

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

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 3.1 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.

4. NONDISCRIMINATION

- 4.1 Proposer shall, as a party to a public contract:
 - 4.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - 4.1.2 By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- 4.2 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.

5. SEXUAL HARASSMENT POLICY

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

- 5.1.1 Notes the illegality of sexual harassment;
- 5.1.2 Sets forth the State law definition of sexual harassment;
- 5.1.3 Describes sexual harassment utilizing examples;
- 5.1.4 Describes the Proposer's internal complaint process including penalties;
- 5.1.5 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
- 5.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

6. EQUAL EMPLOYMENT OPPORTUNITY

6.1 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:

- 6.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 6.1.2 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.
- 6.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 6.1.4 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.

- 6.1.5 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.
- 6.1.6 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.
- 6.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

7. DRUG FREE WORK PLACE

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

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.

- 7.2 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.
- 7.3 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.

- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PATRIOT ACT COMPLIANCE

8.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney’s fees and costs) arising from or related to any breach of the foregoing representations and warranties.

9. INSURANCE REQUIREMENTS

9.1 Prior to starting the Work, Proposer 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 Proposer or subcontractor 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	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
Comprehensive General Liability	\$1,000,000	Each Occurrence

Village of Downers Grove

	\$1,000,000	Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$500,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate

- 9.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.
- 9.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 9.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 9.5 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.
- 9.6 Proposer and any 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**.
- 9.7 Proposer 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 Proposer 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 Proposer or Subcontractor,

or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

- 9.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise the Proposer or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Proposer 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.
- 9.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Proposer 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. Proposer 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.
- 9.10 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10. CAMPAIGN DISCLOSURE

- 10.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 10.2 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.
- 10.3 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.
- 10.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain

from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

11. SUBLETTING OF CONTRACT

11.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

12. TERM OF CONTRACT

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

13. TERMINATION OF CONTRACT

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

14. BILLING & PAYMENT PROCEDURES

14.1 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.

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

14.3 Please send all invoices to the attention of Nate Hawk, Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

15. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

15.1 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.

16. STANDARD OF CARE

16.1 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.

16.2 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.

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

17. GOVERNING LAW

17.1 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.

18. SUCCESSORS AND ASSIGNS

18.1 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.

19. WAIVER OF CONTRACT BREACH

19.1 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.

20. AMENDMENT

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

21. NOT TO EXCEED CONTRACT

21.1 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 in the same manner by which the original contract was approved.

22. SEVERABILITY OF INVALID PROVISIONS

22.1 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.

23. NOTICE

23.1 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.

24. COOPERATION WITH FOIA COMPLIANCE

24.1 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.

IV. DETAIL SPECIFICATIONS

1. SCOPE OF SERVICES

1.1 General Scope of Services

Provide, to the satisfaction of the Village, qualified personnel to adequately perform the requirements stated herein. The Village is requesting proposals from qualified firms to provide a construction engineer to assist Village Staff with full-time observation of watermain construction projects during the 2013 construction season beginning at the end of April and finishing at the end of October. The prospective construction engineer shall have specific expertise in watermain installation procedures and construction observation.

- A. The construction engineer will act as the on-site representative of the Village in order to help ensure that the project is completed according to the contract documents within the currently approved project budget and schedule.
- B. The construction engineer will be responsible for familiarizing themselves with the plans and specifications for the Village's watermain installation/lining projects for 2013.
- C. The construction engineer shall document construction activities, observe construction, coordinate appropriate testing and inspection with the Village's testing consultant, and notify/confer with the Village's Project Manager should any issues arise during construction.

1.2 Pre-construction Services

Ascertain the standard practices of the Village and become familiar with the contract documents, which will include the contract between the Village and the Contractor and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction project and approved changes thereto.

- 1. Prepare Conformed Bid Documents: Prior to the Village's issuance of a Notice to Proceed for the work, the Construction Engineer shall conform the drawings and specifications to include all modifications to the documents that were included in any addenda issued to bidders. The Village will print copies as necessary for use by the construction contractor and the Village.
- 2. Prepare project files, Quantity and IDR Books: The Construction Engineer will prepare project files approved by the Village Engineer utilizing Village forms or IDOT forms as may be required, and make copies of Pay Request and Change Order Forms, and Quantity Book and IDR templates.

1.3 Construction Services

This task includes providing Construction Observation services during construction, including those tasks listed below. The Construction Engineer may be required to provide any/all of the on-site resident engineering services as explicitly specified below.

Village of Downers Grove

1. Provide on-site representation to accurately document and record by measure and/or computation, all quantities of materials used on the construction project in accordance with the specifications and standard practice of the Village recorded in a Quantity Book (provided by Village). Records of such measurements and computations shall include construction surveys, construction layout and staking measurements, preparing and submitting daily inspection reports (provided by Village), and quality control reporting throughout the entire construction process as the Village's representative. The aforementioned items will be kept in permanent form and become part of the construction project records.

Note: The Village's Project Manager will make available the necessary plans, specifications, copy of the contract, and other guides and instructions to permit the Construction Engineer to accomplish their prescribed duties to the same standards required of the Village's own forces.

2. Construction Schedule: Monitor the development and maintenance of the construction schedule by the Contractor, and maintain and update the overall project schedule as necessary.
3. Weekly Meetings: Conduct regular weekly meetings with the Contractor and other appropriate project team members including, without limitation, the Village's Project Manager, to coordinate and maintain the construction process.
4. RFIs (Requests for Information): Review and coordinate all RFIs from the Contractor for timely response. Review and monitor all supplemental instructions and directives for potential impact on the Project budget and schedule.
5. Pay Requests: Generate all applications for payment (on form provided by Village), perform all necessary computations, receive all certified payroll and waivers of lien, and make recommendation to the Village for payment.
6. Reports: Provide a monthly update report (1-2 Pages) to the Village that summarizes the status of the Project costs and schedule.
7. Change Orders: Review change orders submitted by the Contractor(s) for appropriateness and accuracy for signature by the Construction Engineer and recommend acceptance and/or payment of such changes to the Village.
8. Submittals: Review contractor submittals for conformance to the contract documents and make recommendation to accept, accept as noted, reject, or resubmit.
9. Punch Lists: Develop with the Village's Project Manager and Contractor construction punch lists for all areas of the Project. Monitor implementation and completion of all punch list items.
10. Project Diary: Document and maintain all project records either electronically or by

hand throughout the construction process in a Project Diary.

11. Advice and Assistance: Provide advice and assistance to the Village in resolving construction issues, claims, and disputes prior to the engagement of legal counsel (excluding legal advice).
12. Respond to Contractor Questions: Prepare responses to the contractor on behalf of the Village when a RFI is submitted to the Construction Engineer. The Construction Engineer shall log, respond, and maintain a file for each RFI response.
13. Prepare Design Clarifications: When, in the judgment of the Village, the intent of the design requires clarification, the Construction Engineer shall prepare sketches and/or written statements to clarify such intent.
14. Prepare Request for Change (RFC): For changes to the contract documents necessary because of unforeseen conditions, changes requested by the Village or changes necessary to incorporate a feature of the design, the Construction Engineer shall prepare drawings, sketches and/or specifications for the change in a RFC format selected by the Village. The RFC will be sent to the Contractor for preparation of a change order proposal.

The Construction Engineer shall then assist the Village in review of the Contractor's proposal and provide a recommendation.

15. Testing: Construction Engineer shall schedule geotechnical and material testing services with the Village's material testing consultant for tracking and obtaining all necessary certifications of materials used in the work.

Note: Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the Village and no variation will be permitted except upon written order of the Village. The Village will require qualified QC/QA engineers and inspectors to be on the project site upon request by the Proposer, so that adequate sampling for inspection and testing can be performed in a timely manner on each contract item to determine acceptance of the work in compliance with the contract plans and specifications and the standard practices of the Village.

16. Record Drawings (a.k.a. as-builts): Coordinate with contractor on record drawings for all construction work completed until completion of the project and any other miscellaneous functions necessary for properly administering the contract documents. Redline record drawings shall be submitted to the Village and shall be reviewed and approved by the Village.

Note: All records shall be submitted to the Village's Project Manager and become the property of the Village. All measurements, records, record drawings and final pay estimate calculations are due not later than four weeks after completion of construction.

17. Equipment, Transportation and Communication: Furnish and possess **on site**, all

necessary field survey equipment (i.e. tripod, level, grade rod, 100' tape, etc.) required for inspection of the Contractor's work. Furnish own mode of transportation to and from project sites. Furnish own communication facilities (i.e. cell phones and/or two-way radios) and any safety equipment as required by the Village. These items will be considered "tools of the trade" and no additional compensation will be made for them.

18. Field Office: No field office is anticipated for this work. Construction Engineer shall provide his own vehicle for use in the field at all times.

1.4 Post Construction/Project Close-out Services

This task includes assisting the Village during the project close-out process by providing the following services:

1. Contract Documents: Manage the close-out of the Project; punch list completion and receipt and documentation of all final lien waivers and other close-out documents, such as record drawings.
2. Project Accounting: Close-out the Project accounting and provide the final status of the Project budget.
3. Project File Box: Obtain on behalf of Village, and turn over to Village's Project Manager, plans, specifications, letters of acceptance, and all documentation pertaining to the Project, **neatly organized** in new, legal size, heavy duty, quality, dustproof Banker's Box(es).

2. PROPOSAL

2.1 Village Staff will contact those Firms on the short list directly and request a proposal abiding by this Section of the RFQ/RFP. **This RFP/RFQ is the contract between the prospective Firm and the Village. You must submit this entire RFQ/RFP document with your proposal. DO NOT SUBMIT A PROPOSAL UNTIL SPECIFICALLY REQUESTED TO DO SO. THE INITIAL SUBMITTAL TO THE VILLAGE SHALL BE THE SOQ ONLY.**

2.2 Quantity and Format

One original and two copies of the Proposal (one copy to be in the form of a .pdf file on a CD) shall be submitted in an 8 ½ x 11 format and be organized as follows:

- Cover Letter (optional)
- Project Understanding/Approach
- Project Organizational Chart
- Proposed Project Schedule
- Proposed Overall Not-To-Exceed Cost

The Proposal shall be succinct, and directly relevant to this project. Maximum number of pages for Firm generated proposal information shall be 20 single sided or 10 double sided.

Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project (listed in the SOQ) should be included.

2.3 Deadline and Proposal Disposition

The exact deadline for Proposals is not known at this time. Village Staff will inform those Firms on the short list of the proposal deadline once known. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer. Proposals shall become the property of the Village. The Village will maintain confidentiality of all received Proposals, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.4 Fees

The Village prefers the method of compensation for professional services to be based on hourly-charged personnel rates plus expenses, with a Total "Not To Exceed" cost.

Please submit an estimate of hourly personnel requirements to complete the scope of services outlined in your Proposal, a list of current hourly rates and a total "Not To Exceed" cost for providing the proposed services to the Village. This "Not To Exceed" cost shall include deliverables and reimbursable expenses, such as postage, delivery service, printing, etc. The Village shall be invoiced monthly. **Additional compensation above and beyond the "Not to Exceed" cost (i.e. change orders) will not be considered without a significant change in project scope.**

2.5 Firm Selection

Firm Selection will be based on the following:

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- Familiarity with Village of Downers Grove policies and preferences
- Recognition of items related to project, including identification of design elements, and processes that will ultimately result in a quality, streamlined project
- Overall Not-to-Exceed Total Cost

2.6 Pre-Proposal Field Review

Prior to submitting a Proposal, each prospective Firm shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of this project and to verify any representations made by the Village upon which the prospective Firm will rely. These investigations shall be limited to public property only. The monetary expenses incurred as a result of conducting these investigations shall be borne by the prospective Firm and shall not be the responsibility of the Village.

3. PROJECT DELIVERABLES

3.1 General

The Construction Engineer shall be required to submit, on a regular basis or from time to time, depending on the particular project, certain statements, reports, evaluations, opinions or other similar submissions as a part of Construction Engineering services and responsibilities as delineated herein and as required as a result of subsequent procedures developed in conjunction with the Village covered under the agreement for Construction Engineering services with the Village.

All items submitted by the Construction Engineer to the Village as part of the services on behalf of the Village shall become the sole property of the Village.

3.2 Format and Quantity

The Construction Engineer shall produce all deliverables compatible with, at minimum, Microsoft Office products including Microsoft Word, Excel, Project 2000, and AutoCAD 2010.

Unless otherwise agreed to in advance by the Village, and excluding drawings, plans, diagrams, samples and similar items, all deliverables shall be in an 8 ½ x 11 portrait format. Landscape format can be used to facilitate a more clear presentation of the information at the Construction Engineer's discretion.

Documents originally produced in or provided to the Construction Engineer in a legal, 8 ½ x 14 format need not be further reduced or modified. Larger exhibits should, if possible, be provided in an 8 ½ x 11 format by employing a tri-folded 11 x 17 format insert.

All plans, drawings, diagrams and similar items shall be delineated at a commonly recognized and used engineering scale and shall include north orientation, if applicable, as well as the drawn scale in both a written and graphic form.

3.2 Digital Photo Documentation

In addition to read-only compact discs of photo documentation, two sets of comprehensive project photo documentation submitted in support of observation reports, weekly status meetings, monthly status reports or other shall be provided in three-ring binders and annotated appropriately.

3.3 Final turnover of Construction Engineer's Documents

In addition to properly and chronologically organized hard-copy submissions, the Construction Engineer shall submit two (2) sets of read only compact disk(s) with all executed and received deliverables compatible with, at a minimum, Microsoft Word, Excel, , Microsoft Project 2000, and AutoCAD 2010.

4. CONTACTS

All questions concerning the project and/or submittal should be directed to:

Nate Hawk
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5467, Fax 630-434-5495

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

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



March 7, 2013

Mr. Nate Hawk, Staff Engineer
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

Re: Water Main Construction Engineering Services
Water Main Loop-Annexed Area, Proposal No. WA-039

Dear Mr. Hawk:

We are pleased to be shortlisted to provide Downers Grove with construction engineering services for the Village's multiple water main construction projects. We understand the Village's request has the following parameters:

- Project duration of 15 weeks, from May 1, 2013 through August 9, 2013.
- Full-time construction engineering services, as needed, for the project.
- We have anticipated the project will begin May 1 with half-time construction engineering services for the first 2 weeks. We are anticipating a total of 32 hours in these first 2 weeks.
- We further anticipate that full-time observation plus 10 percent overtime will be necessary for the remainder of the project through August 9. We are considering full-time to be 40 hours per week and overtime to be 4 hours per week for a total of 572 hours.
- We have also anticipated 36 hours of project administration to include preparation of bid documents, familiarization with projects, preparation of project files, and attendance at preconstruction meetings, as requested in the Village's Request for Qualifications/Proposal.

Our Lead Resident Engineer will be Tim Scholz with an average hourly rate of \$99.37. Our Alternate Resident Engineer will be Akwasi Nketia with the same average hourly rate of \$99.37. Akwasi Nketia was not included in our Statement of Qualifications submitted this year, but was included last year and provided Alternate Resident Engineering services to the Village on last year's construction program.

Our fee breakdown for the project is as follows:

- Half-time construction engineering services fee of \$3,500.
- Full-time construction engineering services with 10 percent overtime fee of \$58,800.
- Project administration fee of \$4,600.

Our total not-to-exceed fee proposal is \$66,900.

We hope our proposal meets the Village's needs. If you need any additional information, please let me know.

Sincerely,

STRAND ASSOCIATES, INC.®

A handwritten signature in black ink, appearing to read 'Michael R. Waldron'.

Michael R. Waldron, P.E.

9906972/MRW:mah

VI. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Strand Associates, Inc.®

Company Name

1170 South Houbolt Road

Street Address of Company

Joliet, IL 60431

City, State, Zip

815-744-4200

Business Phone

815-744-4215

Fax

Date: February 6, 2013

Mike.Waldron@strand.com

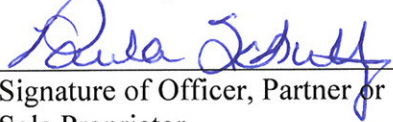
Email Address

Michael R. Waldron, P.E.

Contact Name (Print)

815-744-4200

24-Hour Telephone

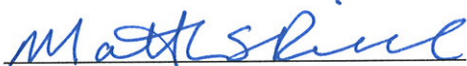


Signature of Officer, Partner or
Sole Proprietor

Paula J. Schultz, Vice President

Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Strand Associates, Inc.®
ADDRESS: 910 West Wingra Drive
CITY: Madison
STATE: WI
ZIP: 53715
PHONE: 608-251-4843 FAX: 608-251-8655
TAX ID #(TIN): 39-1020418

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: Matthew Schickel DATE: 1/30/13

PROPOSER'S CERTIFICATION

Watermain Construction Engineering

With regard to Services WA-028-13, proposer Strand Associates, Inc.® hereby certifies
(Name of Project) (Name of Proposer)
the following:

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

BY: *Matthew Skubel*
Proposer's Authorized Agent

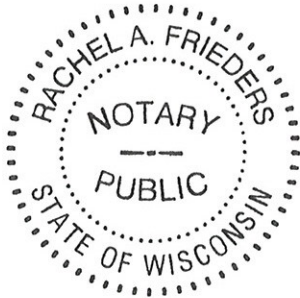
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or N/A
Social Security Number

Subscribed and sworn to before me
this 30th day of January, 2013.

Rachela Frieders
Notary Public)



(Fill Out Applicable Paragraph Below)

Village of Downers Grove

(a) **Corporation**

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

President: Philip E. Budde _____

Secretary: Matthew S. Richards _____

Treasurer: Shawn K. Cannon, C.P.A. _____

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

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

(c) **Sole Proprietor**

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

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

Village of Downers Grove

Insurer's Name Klein Insurance Group

Agent Richard Hagen

Street Address 702 North High Point Road

City, State, Zip Code Madison, WI 53744

Telephone Number 608-831-9700

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

Print Name of Company: Strand Associates, Inc.®

Print Name and Title of Authorizing Signature: Matthew S. Richards

Signature: *Matthew S. Richards*

Date: *1/30/13*

Suspension or Debarment Certificate

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

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

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

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

Company Name: Strand Associates, Inc.®

Address: 910 West Wingra Drive

City: Madison Zip Code: 53715

Telephone: (608) 251-4843 Fax Number: (608) 251-8655

E-mail Address: Matt.Richards@strand.com

Authorized Company Signature: 

Print Signature Name: Matthew S. Richards Title of Official: Vice President and Corporate Secretary

Date: _____

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

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

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

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

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

Under penalty of perjury, I declare:

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



Signature

Bernard D. Held, P.E.

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

VI. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Crawford, Murphy & Tilly, Inc.

Date: 3/7/2013

Company Name

bheld@cmtengr.com

550 N. Commons Drive, Suite 116

Email Address

Street Address of Company

Bernard D. Held, P.E.

Aurora, IL, 60504

Contact Name (Print)

City, State, Zip

630-820-1022

630-820-1022

24-Hour Telephone

Business Phone



630-820-0350

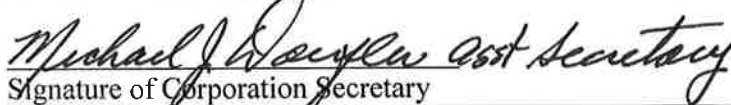
Signature of Officer, Partner or Sole Proprietor

Fax

Bernard D. Held, P.E., Senior Vice President

Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

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

2013-2017 Capital Project Sheet

Project # **WA-039**

Project Description **Watermain Loop, Annexed Area**

Project summary, justification and alignment to Strategic Plan

Watermain loop along Francisco Ave, Drendel Rd and Granville Ave. This newly annexed area is primarily served by private wells. Adding water main loops in the area will allow for new Village residents to hook onto the Village's water supply system.

Cost Summary	New Maintenance Replacement			FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Years	TOTAL
Professional Services				25,000						25,000
Land Acquisition										-
Infrastructure	X			1,000,000						1,000,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				1,025,000	-	-	-	-	-	1,025,000

Funding Source(s)		FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Years	TOTAL
481-Water Fund	▼	625,000						625,000
Grants/Other Sources, Anticipated	▼	400,000						400,000
	▼							-
	▼							-
TOTAL FUNDING SOURCES		1,025,000	-	-	-	-	-	1,025,000

Project status and completed work
No work has started.

Grants (funded or applied for) related to the project.
Staff anticipates that a CDBG Neighborhood Investment grant will be applied for.

Impact-annual operating expenses	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Impacts to future operating expenses will be determined upon completion of project design.

Map/Pictures of Project



Priority Score

Project Manager:

David Bird

Program: 394

Department:

Public works