

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JUNE 4, 2013 AGENDA

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

SYNOPSIS

A motion is requested to award a contract for environmental testing services for various capital improvement projects to each of the following companies, in the amounts indicated

- True North Consultants, of Naperville, Illinois in an amount up to \$37,609, and
- Civil & Environmental Consultants, Inc., of Lombard, Illinois, in an amount up to \$18,360

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY13 Budget includes funding for environmental testing (soil sampling and testing) within the construction budgets for street resurfacing and reconstruction, sidewalk construction and watermain projects. Each contract includes a 20% contingency in the case that additional work is necessary for the completion of the project. The projects are budgeted within the following funds:

Fund	Allocation Amount
220 Capital	\$50,000
443 Stormwater	\$4,500
471 Parking	\$5,500
TOTAL	\$60,000

RECOMMENDATION

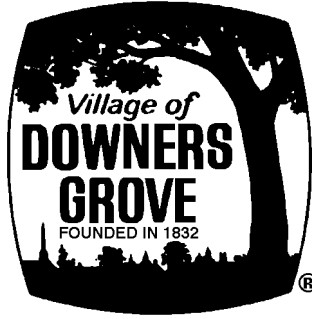
Approval on the June 4, 2013 consent agenda.

BACKGROUND

Three consultants were previously pre-qualified for environmental testing services through a Request for Qualifications. Proposals for this work were solicited from the pre-qualified consultants, with all three firms responding. After reviewing the proposals, True North and Civil & Environmental Consultants were identified as the firms that best meet the needs of the Village. Both True North and CEC have performed similar work for the Village with satisfactory results.

ATTACHMENTS

Contract Documents



® REQUEST FOR PROPOSAL

Name of Proposing Company: True North Consultants

Project Name: 2013 Environmental Engineering Services – Various Projects

Proposal No.: Various

Proposal Due: May 3, 2013; 10:00 A.M.

Pre-Proposal Conference: None

Required of All Proposers:

Deposit: No

Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: No

Certificate of Insurance: Yes

Date Issued: April 24, 2013

This document consists of 56 pages.

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

ANDY SIKICH
ASSISTANT DIRECTOR OF PUBLIC WORKS - ENGINEERING
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5494
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 Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

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

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to May 3, 2013; 10:00 a.m..
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: ANDY SIKICH, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

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

the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated “Required” on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.

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

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

5. SECURITY FOR PERFORMANCE

5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer’s Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village’s Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer’s performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

6. DELIVERY

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

7. TAX EXEMPTION

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

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

II. TERMS AND CONDITIONS

9. VILLAGE ORDINANCES

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

10. USE OF VILLAGE'S NAME

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

11. SPECIAL HANDLING

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

13. NONDISCRIMINATION

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

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

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

14. SEXUAL HARASSMENT POLICY

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

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

15. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

16. DRUG FREE WORK PLACE

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

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

17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

18. PREVAILING WAGE ACT

- 18.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates throughout the duration of this Contract.
- 18.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker’s name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for three (3) years from the date of the last payment on the public work.
- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 18.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer’s Certification.
- 18.6 Any bond furnished as security for performance shall include a provision as will guarantee

faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

19. PATRIOT ACT COMPLIANCE

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

20. INSURANCE REQUIREMENTS

20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

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

Village of Downers Grove

Umbrella Liability \$ 5,000,000

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers Grove, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to

advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

21. COPYRIGHT/PATENT INFRINGEMENT

- 21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

22. COMPLIANCE WITH OSHA STANDARDS

- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

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

24. BUY AMERICA

- 24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 25.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. SUBLETTING OF CONTRACT

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

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

27. TERM OF CONTRACT

- 27.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.

28. TERMINATION OF CONTRACT

- 28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to

complete the Contract are not appropriated by the Village.

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

29. BILLING & PAYMENT PROCEDURES

- 29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 29.3 If this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

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

31. STANDARD OF CARE

- 31.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

32. GOVERNING LAW

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

33. SUCCESSORS AND ASSIGNS

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

34. WAIVER OF CONTRACT BREACH

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

35. AMENDMENT

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

36. NOT TO EXCEED CONTRACT

- 36.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price

increase must be agreed to in writing by all parties who have executed the initial contract.

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

37. SEVERABILITY OF INVALID PROVISIONS

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

38. NOTICE

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

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

And to the Proposer as designated in the Contract Form.

39. COOPERATION WITH FOIA COMPLIANCE

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

III. DETAIL SPECIFICATIONS

40.0 REQUEST

40.1 The Village of Downers Grove (VILLAGE) is requesting Proposals for professional services from pre-qualified Environmental Engineering firms (ENGINEER) to provide Environmental Services for various projects in the Village of Downers Grove through December 31, 2013.

41.0 SCOPE

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

41.2 The minimum scope shall include the following:

- Environmental Soil Sampling and Analysis per Illinois Public Act 96-1416 for CCDD compliance and appropriate certification from licensed professional engineer. NOTE: The Potential Impacted Properties (PIP) analysis of some of the projects listed in Section 41.3 shall be provided by the VILLAGE as part of a separate contract and shall not be included under this contract (as noted). For other projects, the PIP shall be provided by ENGINEER as part of this scope of work. PIP's must be approved by the Village prior to distribution to CCDD facilities and sampling/testing.
- Coordination with local CCDD facilities to obtain pre-approval for disposal of material
- All required laboratory tests of the soil samples
- Restoration of all core holes
- Project specific Final Report for each project.
- **For each project where a PIP has been previously prepared, ENGINEER shall include all required testing, plus a 50% contingency for re-testing and refining limits of any potential contaminants. For each project where PIP is to be provided by ENGINEER, for budgetary purposes ENGINEER shall assume that all locations require a 663 form and full testing of all regulated contaminants and pH, plus a 50% contingency for re-testing and refining limits of any potential contaminants.**
- The Village may elect to split the scope of work and award a contract to more than one ENGINEER. As such, "not to exceed" pricing for each specific project shall be stand alone and shall not rely on the ENGINEER being awarded the entire scope of work.

41.3 Below are the projects to be included in this scope of work.

- **ST-004(B) Street Maintenance** (Various Locations). PIP('s) previously prepared (see attached). Project will include pavement patching, partial curb and gutter removal and replacement, pavement resurfacing, minor storm sewer repair/replacement, partial sidewalk removal and replacement, and parkway restoration.

- **S-004 New Sidewalk Construction** (Various Locations). PIP('s) previously prepared (see attached). Project includes the construction of new sidewalks, with some minor earthwork, drainage work and parkway restoration.
- **TR-014 Safe Routes to School** (Various Locations). PIP('s) previously prepared (see attached). Project includes the installation of new sidewalk, including some minor re-grading and drainage work, along with pavement removal and replacement, partial curb and gutter removal and replacement, and resurfacing.
- **ST-027/WA-019 Esterbrook Subdivision Roadway Reconstruction and Watermain Replacement**. PIP to be provided by ENGINEER as part of this scope of work. Project includes the installation of new watermain, partial repair/replacement of existing storm sewers, and the removal and replacement of curb and gutter and full-depth pavement throughout, with 12" – 24" undercuts anticipated in spot locations.
- **ST-040 Brook and Centre Roadway Reconstruction**. PIP to be provided by ENGINEER as part of this scope of work. Project includes the installation of new storm sewers, partial repair/replacement of existing storm sewers, and the removal and replacement of curb and gutter and full-depth pavement throughout, with 12" – 24" undercuts anticipated in spot locations.
- **ST-044 Maple Ave, Fairview to Cumnor, Roadway Reconstruction**. PIP to be provided by ENGINEER as part of this scope of work. Project includes the partial repair/replacement of existing storm sewers, installation of new storm sewers, the removal and replacement of curb and gutter and full-depth pavement throughout, possible pavement widening, with 12" – 24" undercuts anticipated in spot locations.
- **ST-046/SW-039/040 Downers Grove Estates Stormwater Improvements and Roadway Reconstruction**. PIP to be provided by ENGINEER as part of this scope of work. Project includes the installation of new storm sewers, partial addition of curb and gutter, some ditch re-grading and restoration, and the full-depth removal and replacement of pavement throughout, with 12" – 24" undercuts anticipated in spot locations.
- **P-005 Parking Lot Improvements – Lot H**. PIP to be provided by ENGINEER as part of this scope of work. Project includes full reconstruction of the parking lot, including curb and gutter, partial repair/replacement of existing storm sewers, new storm sewers, and some earthwork to re-grade the lot, with 12" – 24" undercuts anticipated in spot locations.
- **ST-025 Brookbank Road Reconstruction**. PIP to be provided by ENGINEER as part of this scope of work. Project includes the construction of the west half of Brookbank Road between 59th Street and 60th Place, Storm sewer installation, earthwork/embankment for roadway, and possible undercuts of 12" – 24" in spot locations. Work will also include patching, curb & gutter repair, and resurfacing on the existing portion of the roadway.
- **Other various locations to be determined.**

41.4 If the ENGINEER perceives that additional services shall be necessary to properly investigate the subsurface conditions, such services shall be specifically listed in the

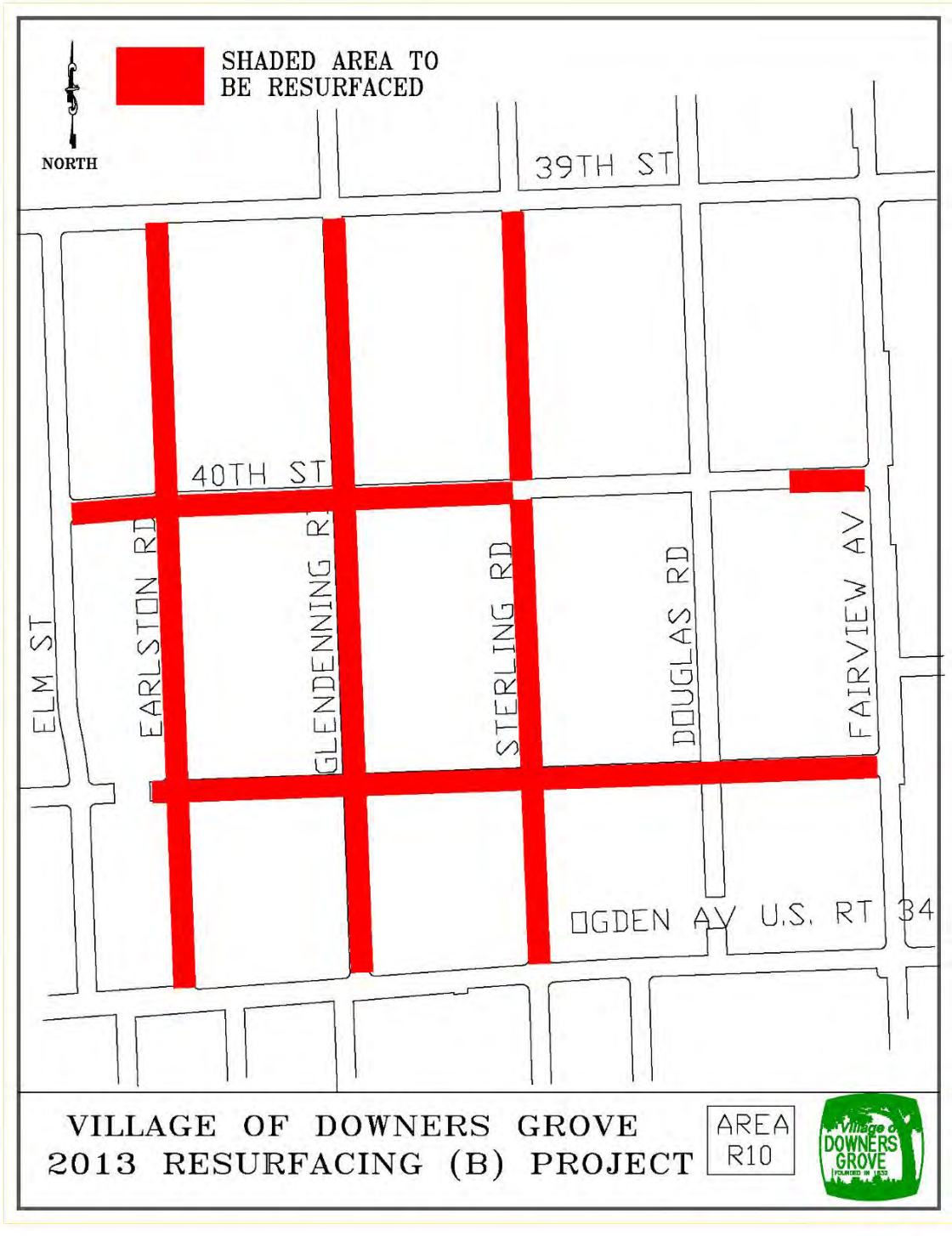
Proposal and their price reflected in the proposed cost of such services.

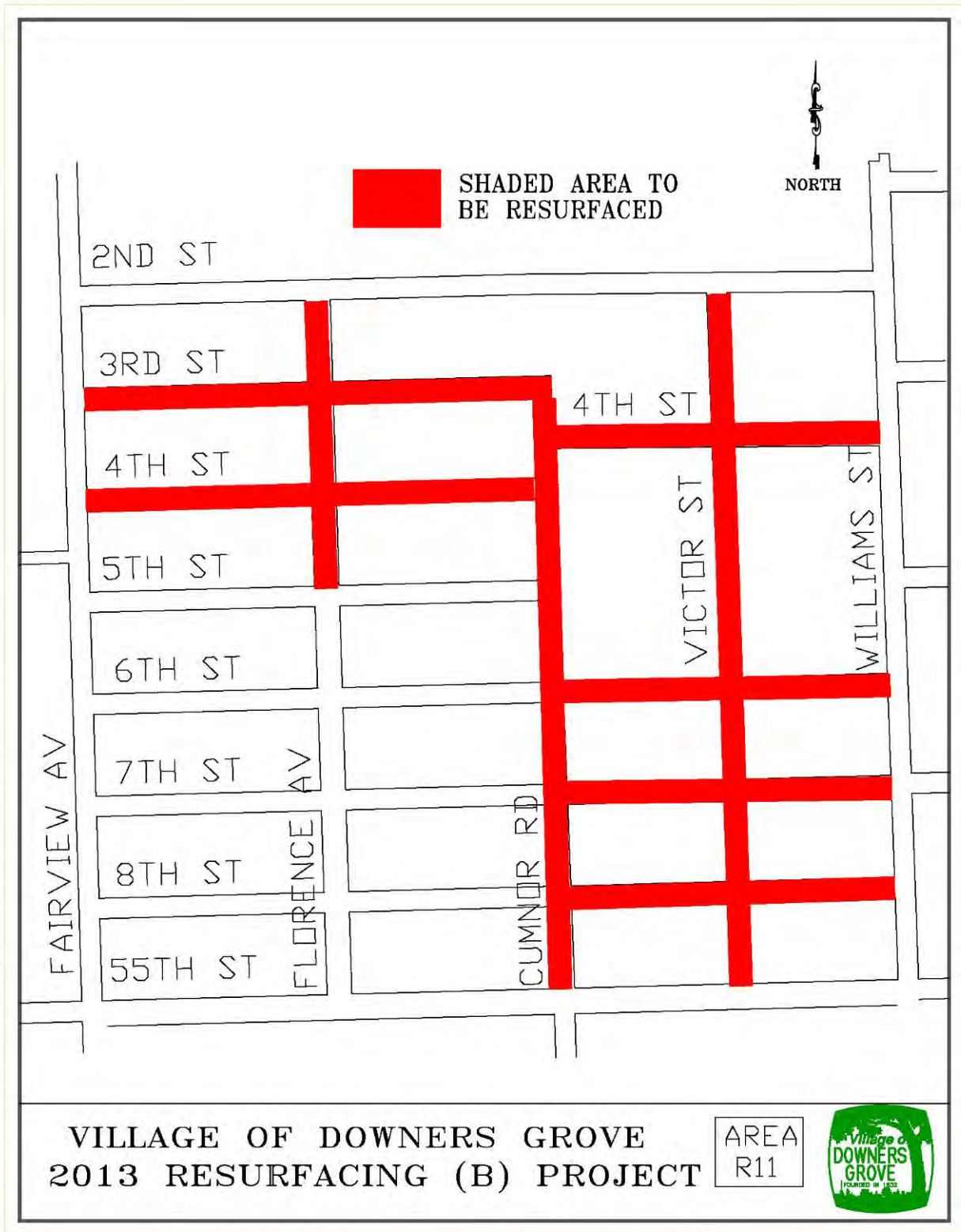
42.0 PROJECT LOCATION AND LIMITS

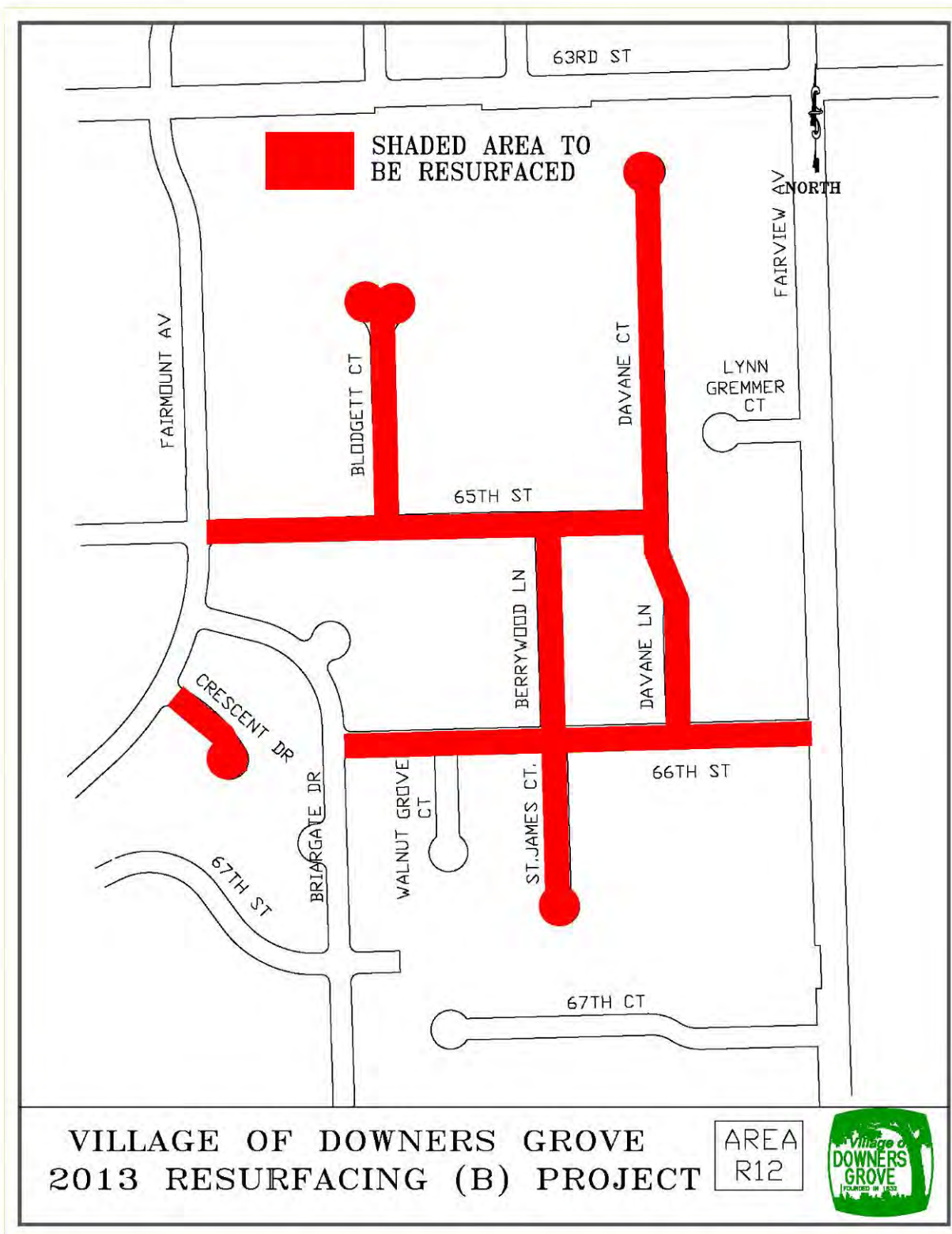
42.1 The following are maps of projects and locations to be included in the scope of work.

Project Location Maps for ST-004B

Village of Downers Grove

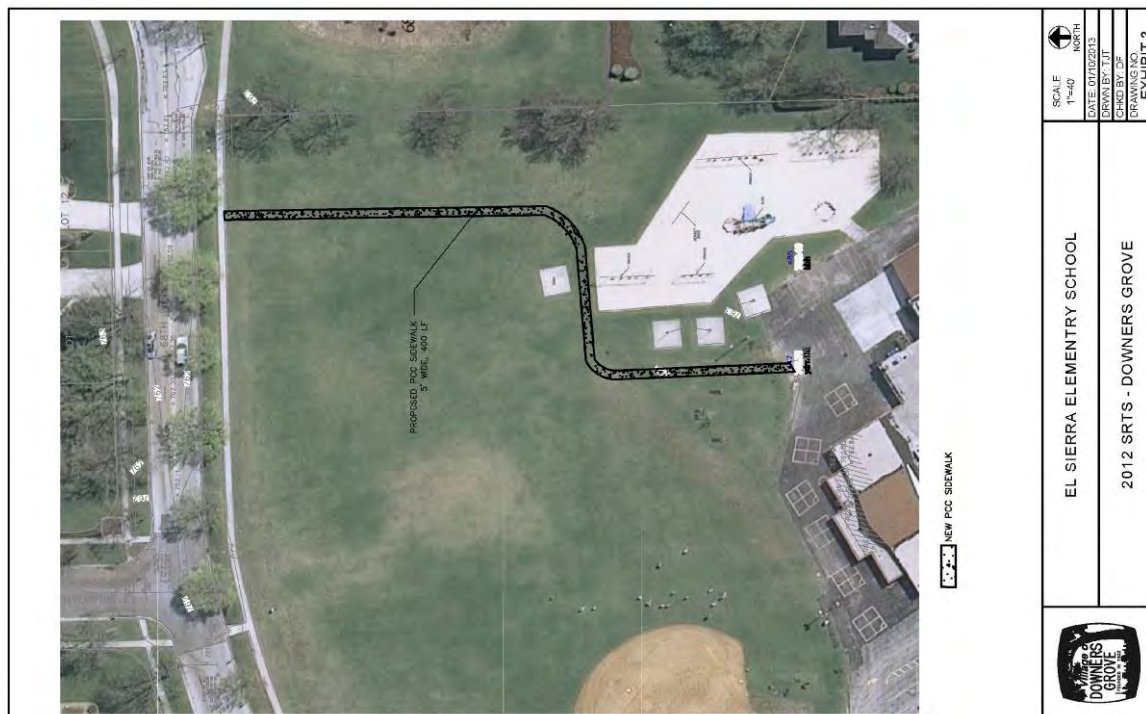






Village of Downers Grove

Project Location Maps for TR-014

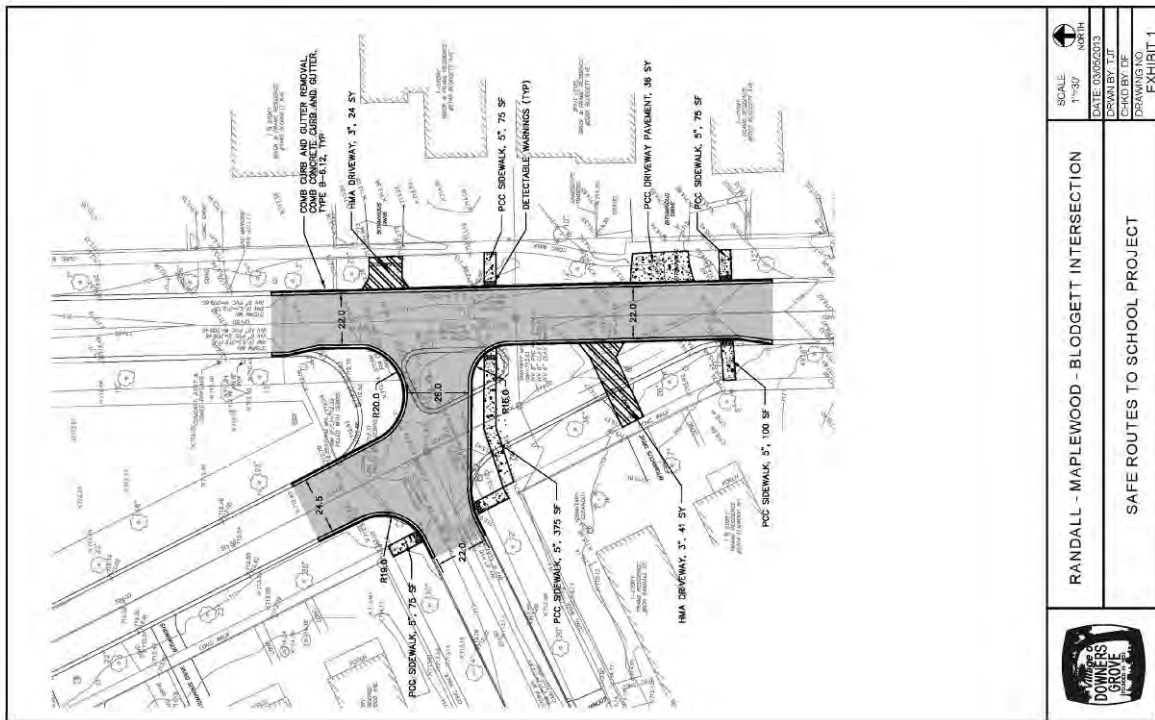




PIERCE DOWNERS ELEMNTRY SCHOOL - GRANT ST & SEELEY AVE

2012 SRTS - VILLAGE OF DOWNERS GROVE

SCALE	1"=30'	NORTH
DATE	01/10/2013	
DRWN BY	TJT	
CHKD BY	DF	
DRAWING NO.	EXHIBIT 2	



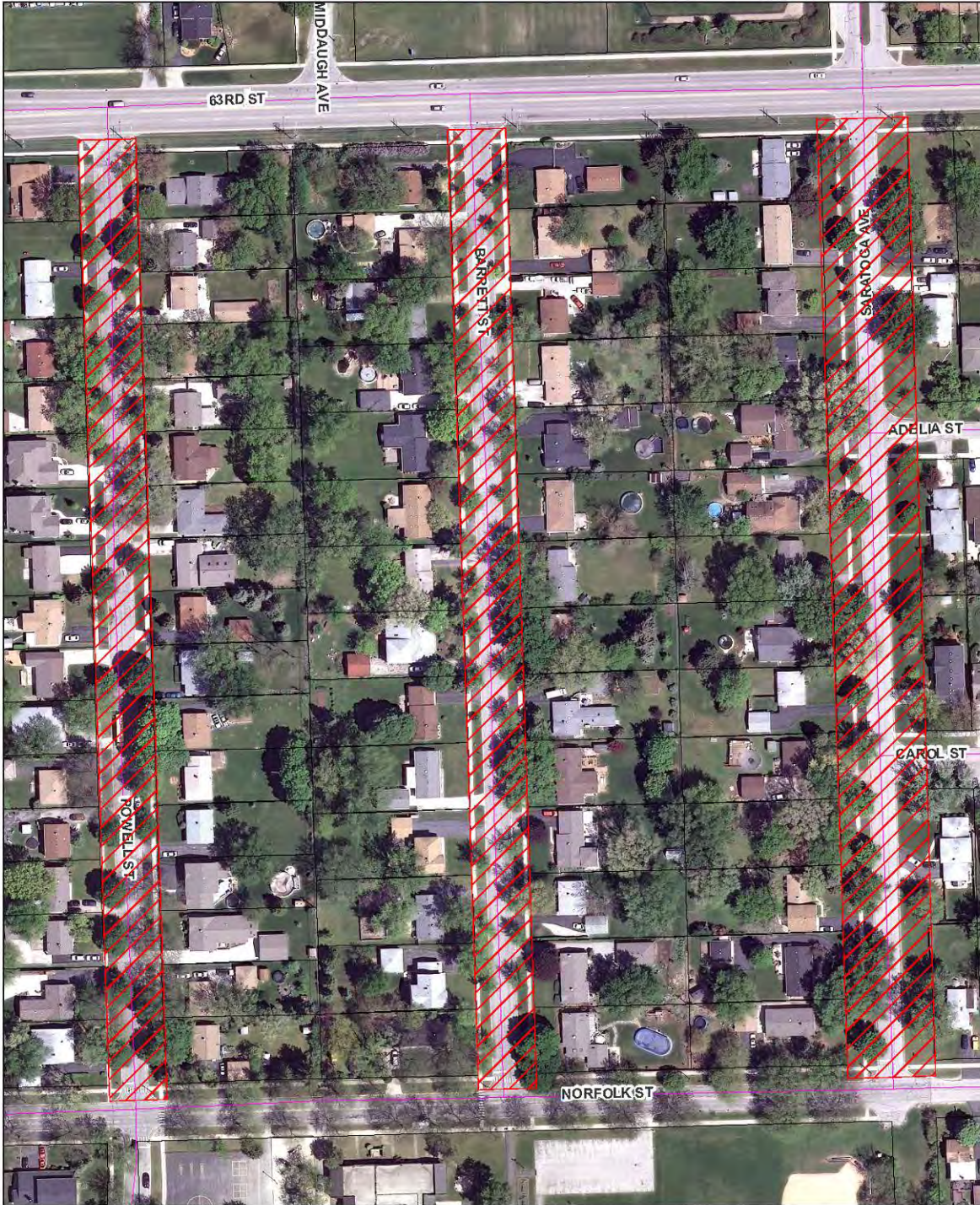
SCALE	1"=30'	NORTH
DATE	03/04/2013	
DRWN BY	TJT	
CHKD BY	DF	
DRAWING NO.	EXHIBIT 1	

RANDALL - MAPLEWOOD - BLODGETT INTERSECTION
SAFE ROUTES TO SCHOOL PROJECT



Project Location Maps for ST-027

LOCATION MAP: ST-027 ESTERBROOK SUBDIVISION, UNIT 1
ROADWAY RECONSTRUCTION & WATER MAIN REPLACEMENT



Village of Downers Grove

LOCATION MAP: ST-027 NORFOLK STREET
WATER MAIN REPLACEMENT



Project Location Map for ST-040

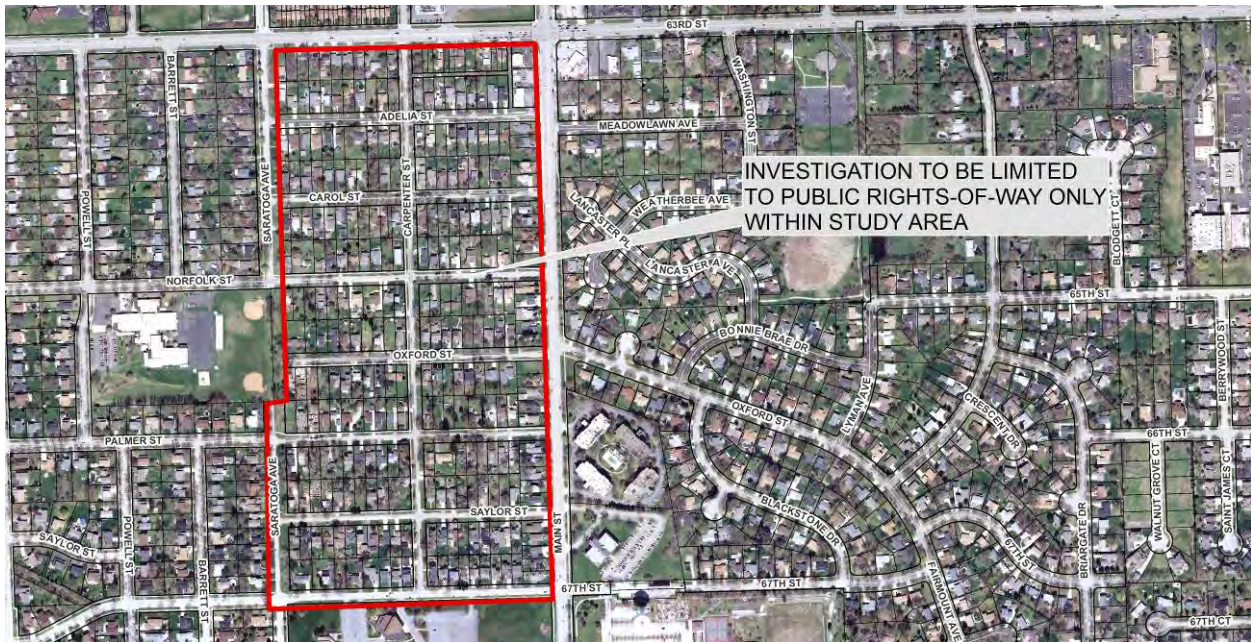


Village of Downers Grove

Project Location Map for ST-044



Project Location Map for ST-046/SW-039/040



Project Location Map for P-005



Project Location Map for ST-025



42.2 The following is a list of PIP recommendations for the projects noted above. The full PIP reports will be available upon request. For projects where no PIP is provided, ENGINEER shall include the PIP in this scope of services.



POTENTIALLY IMPACTED PROPERTY (PIP) DETERMINATION FORM

ST-004 RESURFACING PROJECT: BROOKSIDE LANE; DUCHESS COURT, BELLE AIRE LANE, HIGHLAND AVENUE, LINDLEY

SITE: STREET AND 41ST STREET, DOWNERS GROVE, ILLINOIS DATE: JANUARY 31, 2013

CLIENT: VILLAGE OF DOWNERS GROVE

INSPECTOR(S): MPM/BSM WEATHER CONDITIONS: OVERCAST, RAINY, 40s

SCREENING METHOD: HISTORICAL & REGULATORY RECORDS AND SITE RECONNAISSANCE

BASED ON REVIEWED INFORMATION, THIS SITE HAS BEEN DETERMINED TO BE A
 NON-PIP PIP

FURTHER ASSESSMENT IS RECOMMENDED IS NOT RECOMMENDED AT THE SITE TO DETERMINE IF THE SOILS CAN BE CERTIFIED AS CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) PER THE REQUIREMENTS OF 35 IAC PART 1100.

THE FOLLOWING IDENTIFIES THE REASONS THE SITE HAS BEEN DETERMINED TO BE A PIP:

- SITE IDENTIFIED IN FEDERAL, STATE OR LOCAL REGULATORY DATABASE THAT SUGGESTS POTENTIAL SOIL IMPACT
- HISTORICAL INFORMATION SUGGESTS PAST OR CURRENT SITE USE MAY POTENTIALLY IMPACT SOILS
- PROPERTY ADJACENT TO THE SITE IS IDENTIFIED IN FEDERAL, STATE OR LOCAL REGULATORY DATABASE THAT SUGGESTS POTENTIAL SOIL IMPACT
- HISTORICAL INFORMATION SUGGESTS PAST OR CURRENT USE OF ADJACENT PROPERTY MAY POTENTIALLY IMPACT SOILS AT THE SITE
- OTHER SOIL PH ANALYSIS IS REQUIRED PER 35 IAC PART 1100.201(c)

FIELD SCREENING DOCUMENTATION

PID MAKE & MODEL: _____ BACKGROUND PID READING: _____

SAMPLE NUMBER	SAMPLE LOCATION	TYPE OF SAMPLE (COMPOSITE/GRAB)	LAB SAMPLE COLLECTED (Y/N)	PID READING (PPM)
1				
2				
3				

Notes:

The project involves the complete resurfacing of portions of Brookside Lane, Duchess Court, Belle Aire Lane, Highland Avenue, Lindley Street and 41st Street.



HISTORICAL USE & REGULATORY REVIEW SUMMARY

SOURCE OF INFORMATION: EDR VISTA- ENVIRONMENTAL DATABASE REPORT
 HISTORICAL AERIALS (WWW.HISTORICAERIALS.COM)
 SITE RECONNAISSANCE ON 1/31/13

THE BELLE AIRE LANE PROJECT AREA HAS BEEN DEVELOPED SINCE AT LEAST 1939. THE ADJOINING PROPERTIES APPEAR TO HAVE BEEN RESIDENTIAL SINCE AT LEAST 1946 THROUGH THE PRESENT. PRIOR TO THIS RESIDENTIAL DEVELOPMENT, THE ADJOINING PROPERTIES WERE AGRICULTURAL. THE PORTION OF THE PROJECT AREA INTERSECTING WITH OGDEN HAS BEEN DEVELOPED WITH APPARENT COMMERCIAL USES SINCE AT LEAST 1961. BELLE AIRE ELEMENTARY APPEARS TO HAVE BEEN DEVELOPED AT THE NORTHERN TERMINUS OF BELLE AIRE LANE SINCE AT LEAST 1974 THROUGH THE PRESENT.

THE DUCHESS COURT PROJECT AREA HAS BEEN RESIDENTIAL SINCE AT LEAST 1974 THROUGH THE PRESENT. THE PROJECT AREA WAS AGRICULTURAL PRIOR TO RESIDENTIAL DEVELOPMENT.

IDENTIFIED HISTORICAL USES:

THE HIGHLAND AVENUE AND LINDLEY STREET PROJECT AREA THAT INTERSECTS 41ST STREET HAS BEEN DEVELOPED AS RESIDENTIAL SINCE AT LEAST 1961 EXCEPT FOR THE INTERSECTIONS OF HIGHLAND AVENUE AND LINDLEY STREET WITH OGDEN AVENUE. THESE INTERSECTIONS HAVE BEEN COMMERCIALY DEVELOPED SINCE 1961. THESE AREAS WERE AGRICULTURAL PRIOR TO THEIR CURRENT DEVELOPMENTS.

THE 40TH AND 41ST STREETS AND EARLSTON ROAD, GLENDENNING ROAD AND STERLING ROAD PROJECT AREA HAS BEEN AS RESIDENTIAL SINCE AT LEAST 1961 EXCEPT FOR THE INTERSECTIONS OF EARLSTON ROAD, GLENDENNING ROAD AND STERLING ROADS WITH OGDEN AVENUE. THESE INTERSECTIONS HAVE BEEN COMMERCIALY DEVELOPED SINCE 1961. THESE AREAS WERE AGRICULTURAL PRIOR TO THEIR CURRENT DEVELOPMENTS.

IS THERE EVIDENCE OF CHEMICAL/COMPOUND USE ON SITE OR ASSOCIATED WITH THE HISTORICAL USE? (IF YES, IDENTIFY CHEMICALS/COMPOUNDS OR FAMILY OF CHEMICALS/COMPOUNDS) YES NO

SITE RECONNAISSANCE ACTIVITIES DID NOT IDENTIFY ANY SOURCES/EVIDENCE OF SOIL CONTAMINATION EXCEPT AT THE INTERSECTIONS OF LINDLEY ST AND OGDEN AVENUE (SPEEDWAY GAS STATION), GLENDENNING ROAD AND OGDEN AVENUE (DOWNERS GROVE MOTOR SALES AND TECH AUTO SERVICE) AND STERLING ROAD AND OGDEN AVENUE (MIDWEST AUTO BODY).

IS THE SITE IDENTIFIED IN A FEDERAL/STATE REGULATORY DATABASE? (IF YES, IDENTIFY REGULATORY DATABASE AND SUMMARIZE FINDINGS) YES NO



ARE ANY OF THE SURROUNDING PROPERTIES IDENTIFIED IN FEDERAL/STATE REGULATORY DATABASES? (IF YES, IDENTIFY THE PROPERTY, THE REGULATORY DATABASE, AND SUMMARIZE FINDINGS)

YES NO

TWO PROPERTIES WERE IDENTIFIED WITHIN THE SEARCHED DATABASES ALONG BELLE AIRE LANE. ONLY THE FRANK C BRAND TRUST LOCATED AT 4245 BELLE AIRE LANE PRESENTS A POTENTIAL ENVIRONMENTAL ISSUE DUE TO ITS LISTING WITH THE LUST AND SPILLS DATABASES. A GASOLINE SPILL OF UNKNOWN QUANTITY WAS REPORTED IN JULY 2010. THE ASSOCIATED LUST INCIDENT WAS RESOLVED WITH THE ACQUISITION OF AN NFR LETTER IN FEBRUARY 2011.

NO PROPERTIES WERE IDENTIFIED IN THE VICINITY OF THE DUCHESS COURT PROJECT AREA.

WITHIN THE LINDLEY STREET AND HIGHLAND AVENUE PROJECT AREA, THE DOWNERS GROVE PUBLIC SCHOOL (HIGHLAND ELEMENTARY SCHOOL) PROPERTY LOCATED AT 3935 HIGHLAND AVENUE WAS LISTED WITHIN THE LUST/UST DATABASES. A RELEASE FROM A NON-PETRO PRODUCT FROM A 5,000 GALLON UST WAS REPORTED IN JULY 1993. THE ASSOCIATED LUST INCIDENT WAS RESOLVED WITH THE ACQUISITION OF AN NFR LETTER IN JANUARY 1994. A HISTORICAL CLEANER WAS REPORTED AT 4217 LINDLEY STREET.

REMAINING PROJECT AREA WAS NOT LISTED WITHIN THE SEARCHED DATABASE EXCEPT ALONG OGDEN AVENUE WHERE SEVERAL PROPERTIES ARE IDENTIFIED IN THE SEARCHED DATABASES.

IS THERE PHYSICAL EVIDENCE OF SOIL CONTAMINATION? (IF YES, IDENTIFY PHYSICAL EVIDENCE)

YES NO

SITE RECONNAISSANCE ACTIVITIES DID NOT IDENTIFY ANY SOURCES/EVIDENCE OF SOIL CONTAMINATION.

IS LABORATORY SAMPLING NECESSARY TO EVALUATE SITE SOILS?

YES NO

POTENTIALLY IMPACTED PROPERTIES (PIPs) WERE IDENTIFIED ALONG BELLE AIRE LANE, HIGHLAND AVENUE AND ALONG PROJECT INTERSECTS WITH OGDEN AVENUE.

PROPOSED CONSTITUENTS OF CONCERN TO BE ANALYZED FOR THE MATERIAL TO MEET THE PROPOSED CCDD FACILITY SPECIFIC REQUIREMENTS.

(IF YES, IDENTIFY ANALYTICAL PARAMETERS AND ATTACH LABORATORY DATA SHEETS)

NOT APPLICABLE

	pH	RCRA Metals	VOCs	BETX	SVOCs	PNAs	PCBs	Pesticides	MAC Table
Number of Samples	14	7	5	2	3	4			
Bluff City Materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.F. Heil	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hanson Materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reliable Materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Parameters Required:									

PROPOSED NUMBER OF SAMPLES TO BE COLLECTED FOR THE ABOVE CONSTITUENTS OF CONCERN.

TRUE NORTH RECOMMENDS COLLECTING THE FOLLOWING SAMPLES:

BELLE AIRE LANE - COLLECT UP TO TWO (2) SAMPLES ALONG BELLE AIRE LANE. ONE (1) SAMPLE SHOULD BE COLLECTED IN



THE VICINITY OF 4245 BELLE AIRE LANE FOR BETX, PNAS, RCRA METALS AND PH BASED ON THE REPORTED GASOLINE RELEASE AND TYPICAL CCDD FACILITY REQUIREMENTS. A SECOND SAMPLE SHOULD BE COLLECTED FOR SOIL PH FROM A LOCATION ON THE NORTHERN PORTION OF THE SITE. THE SAMPLES SHOULD BE COLLECTED FROM REPRESENTED LOCATIONS.

DUCHESS COURT – COLLECT ONE (1) SOIL SAMPLE FOR SOIL PH AT A REPRESENTATIVE LOCATION AND DEPTH.

HIGHLAND AVENUE & LINDLEY STREET – COLLECT TWO (2) SAMPLES ALONG HIGHLAND AVENUE. ONE SAMPLE SHOULD BE COLLECTED IN THE VICINITY OF 3935 HIGHLAND AVENUE FOR VOC, PNAS, RCRA METALS AND PH BASED ON THE REPORTED NON-PETRO RELEASE AND TYPICAL CCDD FACILITY REQUIREMENTS. A SECOND SAMPLE SHOULD BE COLLECTED NEAR THE INTERSECTION OF HIGHLAND AVENUE AND OGDEN AVENUE FOR SIMILAR CONSTITUENTS DUE TO THE COMMERCIAL USES AND IDENTIFIED DATABASE PROPERTIES IN THE IMMEDIATELY VICINITY ALONG OGDEN AVENUE. TWO (2) SAMPLES SHOULD BE COLLECTED ALONG LINDLEY STREET. THE SAMPLE NEAR THE INTERSECTION OF LINDLEY STREET AND OGDEN SHOULD BE COLLECTED FOR BETX, PNAS, RCRA METALS AND PH BASED ON THE ADJOINING ACTIVE GAS STATION. A SECOND SAMPLE CAN BE COLLECTED ALONG LINDLEY STREET NORTH OF 41ST FOR SOIL PH.

A REPRESENTATIVE SOIL SAMPLE SHOULD BE COLLECTED FOR SOIL PH FROM 40TH STREET AND 41ST STREET BETWEEN EARLSTON ROAD AND FAIRVIEW AVENUE. THREE (3) ADDITIONAL SOIL PH SAMPLES SHOULD BE COLLECTED TO THE NORTH OF 40TH STREET. ONE EACH FROM EARLSTON, GLENDENNING AND STERLING ROADS. BASED ON THE COMMERCIAL USES AND IDENTIFIED DATABASE PROPERTIES IN THE IMMEDIATELY VICINITY ALONG OGDEN AVENUE, ONE SAMPLE NEAR EACH INTERSECTION WITH EARLSTON, GLENDENNING AND STERLING ROADS SHOULD BE COLLECTED FOR VOCs, SVOCS, RCRA METALS AND PH.

ARE ANY OTHER SAMPLING OR ASSESSMENT REQUIREMENTS?

- YES NO
 NOT APPLICABLE

SOIL PID SCREENING SHOULD BE PERFORMED DURING SOIL SAMPLING ACTIVITIES.



POTENTIALLY IMPACTED PROPERTY (PIP) DETERMINATION FORM

ST-004 RESURFACING PROJECT: 67TH PL., 68TH PL.,
 POWELL ST., BARRETT ST., CRESCENT CT., BLODGETT
 CT., BERRYWOOD DR., ST. JAMES CT., DAVANE LN.,
 65TH ST., 66TH ST., AND CRYSTAL AVE., DOWNERS

SITE: GROVE, ILLINOIS DATE: JANUARY 31, 2013

CLIENT: VILLAGE OF DOWNERS GROVE

INSPECTOR(S): MPM/BSM WEATHER CONDITIONS: OVERCAST, RAINY, 40s

SCREENING METHOD: HISTORICAL & REGULATORY RECORDS AND SITE RECONNAISSANCE

BASED ON REVIEWED INFORMATION, THIS SITE HAS BEEN DETERMINED TO BE A

NON-PIP PIP

FURTHER ASSESSMENT IS RECOMMENDED IS NOT RECOMMENDED AT THE SITE TO DETERMINE IF THE SOILS CAN BE CERTIFIED AS CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) PER THE REQUIREMENTS OF 35 IAC PART 1100.

THE FOLLOWING IDENTIFIES THE REASONS THE SITE HAS BEEN DETERMINED TO BE A PIP:

- SITE IDENTIFIED IN FEDERAL, STATE OR LOCAL REGULATORY DATABASE THAT SUGGESTS POTENTIAL SOIL IMPACT
- HISTORICAL INFORMATION SUGGESTS PAST OR CURRENT SITE USE MAY POTENTIALLY IMPACT SOILS
- PROPERTY ADJACENT TO THE SITE IS IDENTIFIED IN FEDERAL, STATE OR LOCAL REGULATORY DATABASE THAT SUGGESTS POTENTIAL SOIL IMPACT
- HISTORICAL INFORMATION SUGGESTS PAST OR CURRENT USE OF ADJACENT PROPERTY MAY POTENTIALLY IMPACT SOILS AT THE SITE
- OTHER : SOIL PH ANALYSIS IS REQUIRED PER 35 IAC PART 1100.20(g)

FIELD SCREENING DOCUMENTATION

PID MAKE & MODEL: _____ BACKGROUND PID READING: _____

SAMPLE NUMBER	SAMPLE LOCATION	TYPE OF SAMPLE (COMPOSITE/GRAB)	LAB SAMPLE COLLECTED (Y/N)	PID READING (PPM)
1				
2				
3				
4				
5				



Notes:

The project involves the complete resurfacing of 67th Place, 68th Place, Powell Street, Barrett Street, Crescent Court, Blodgett Court, Berrywood Drive, St. James Court, Davane Lane, 65th Street, 66th Street and Crystal Avenue.

HISTORICAL USE & REGULATORY REVIEW SUMMARY

SOURCE OF INFORMATION: EDR VISTA- ENVIRONMENTAL DATABASE REPORT
 HISTORICAL AERIALS (WWW.HISTORICAERIALS.COM)
 SITE RECONNAISSANCE ON 1/31/13

IDENTIFIED HISTORICAL USES: PROJECT AREA WAS DEVELOPED BETWEEN 1974 AND 1998. THE PROJECT AREA WAS UNDEVELOPED AGRICULTURAL LAND PRIOR TO BEING DEVELOPED. ADJOINING PROPERTIES ARE RESIDENTIAL.

IS THERE EVIDENCE OF CHEMICAL/COMPOUND USE ON SITE OR ASSOCIATED WITH THE HISTORICAL USE? (IF YES, IDENTIFY CHEMICALS/COMPOUNDS OR FAMILY OF CHEMICALS/COMPOUNDS) YES NO

SITE RECONNAISSANCE ACTIVITIES DID NOT IDENTIFY ANY SOURCES/EVIDENCE OF SOIL CONTAMINATION.

IS THE SITE IDENTIFIED IN A FEDERAL/STATE REGULATORY DATABASE? (IF YES, IDENTIFY REGULATORY DATABASE AND SUMMARIZE FINDINGS) YES NO

ARE ANY OF THE SURROUNDING PROPERTIES IDENTIFIED IN FEDERAL/STATE REGULATORY DATABASES? (IF YES, IDENTIFY THE PROPERTY, THE REGULATORY DATABASE, AND SUMMARIZE FINDINGS) YES NO

6781 POWELL IS IDENTIFIED IN THE HISTORICAL AUTO STATION DATABASE, FOR THE YEAR 2005. SITE RECONNAISSANCE SUGGESTS THIS IS AN ERROR. THE PROPERTY AND ALL SURROUNDING PROPERTIES, ARE RESIDENTIAL (SEE ATTACHED PHOTO DOCUMENTATION). ADDITIONALLY, HISTORIC AERIAL PHOTOGRAPHS (WWW.HISTORICAERIALS.COM) INDICATE THE PROPERTY WAS DEVELOPED AS A RESIDENCE BETWEEN 1974 AND 1988 AND HAS REMAINED A RESIDENCE SINCE DEVELOPMENT. 1140 CRYSTAL IS IDENTIFIED IN THE HISTORICAL AUTO STATION DATABASE, FOR THE YEAR 2009. SITE RECONNAISSANCE SUGGESTS THIS IS AN ERROR. THE PROPERTY AND ALL SURROUNDING PROPERTIES, ARE RESIDENTIAL (SEE ATTACHED PHOTO DOCUMENTATION). ADDITIONALLY, HISTORIC AERIAL PHOTOGRAPHS (WWW.HISTORICAERIALS.COM) INDICATE THE PROPERTY WAS DEVELOPED AS A RESIDENCE BETWEEN 1988 AND 1998 AND HAS REMAINED A RESIDENCE SINCE DEVELOPMENT.



IS THERE PHYSICAL EVIDENCE OF SOIL CONTAMINATION YES NO
(IF YES, IDENTIFY PHYSICAL EVIDENCE)

SITE RECONNAISSANCE ACTIVITIES DID NOT IDENTIFY ANY SOURCES/EVIDENCE OF SOIL CONTAMINATION.

IS LABORATORY SAMPLING NECESSARY TO EVALUATE SITE SOILS? YES NO

NO POTENTIALLY IMPACTED PROPERTIES (PIPs) WERE IDENTIFIED ON SURROUNDING PROPERTIES TO THE SITE, BUT SOIL PH ANALYSIS IS REQUIRED PER 35 IAC 1100.20(g)

PROPOSED CONSTITUENTS OF CONCERN TO BE ANALYZED FOR THE MATERIAL TO MEET THE PROPOSED CCDD FACILITY SPECIFIC REQUIREMENTS. NOT APPLICABLE
(IF YES, IDENTIFY ANALYTICAL PARAMETERS AND ATTACH LABORATORY DATA SHEETS)

	pH	RCRA Metals	VOCs	BETX	SVOCs	PNAs	PCBs	Pesticides	MAC Table
Number of Samples	3								
Bluff City Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.F. Heil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hanson Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reliable Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Facility/Other Parameters Required:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PROPOSED NUMBER OF SAMPLES TO BE COLLECTED FOR THE ABOVE CONSTITUENTS OF CONCERN.

TRUE NORTH RECOMMENDS COLLECTING UP TO THREE (3) SOIL SAMPLES ALONG THE PROJECT AREA FOR PH ANALYSIS. THESE SOIL SAMPLES SHOULD BE COLLECTED AT REPRESENTATIVE LOCATIONS THROUGHOUT THE PROJECT AREA FOR SUBMITTAL WITH AN LPC#662.

ARE ANY OTHER SAMPLING OR ASSESSMENT REQUIREMENTS? YES NO
 NOT APPLICABLE

SOIL PID SCREENING SHOULD BE PERFORMED DURING SOIL SAMPLING ACTIVITIES.



POTENTIALLY IMPACTED PROPERTY (PIP) DETERMINATION FORM

ST-004 RESURFACING PROJECT: 3RD ST: FAIRVIEW AVE TO CUMNOR AVE; 4TH ST: FAIRVIEW AVE TO WILLIAMS ST; 6TH ST: CUMNOR AVE TO FAIRVIEW AVE.; 7TH ST: CUMNOR AVE TO FAIRVIEW AVE.; 8TH ST: CUMNOR AVE TO FAIRVIEW AVE.; CUMNOR AVE: 3RD ST TO 55TH ST; VICTOR ST: 2ND ST TO 55TH ST, FLORENCE AVE: 2ND ST TO 5TH ST DOWNERS GROVE,

SITE: ILLINOIS DATE: JANUARY 31, 2013

CLIENT: VILLAGE OF DOWNERS GROVE

INSPECTOR(S): MPM/BSM WEATHER CONDITIONS: OVERCAST, RAINY, 40s

SCREENING METHOD: HISTORICAL & REGULATORY RECORDS AND SITE RECONNAISSANCE

BASED ON REVIEWED INFORMATION, THIS SITE HAS BEEN DETERMINED TO BE A
 NON-PIP PIP

FURTHER ASSESSMENT IS RECOMMENDED IS NOT RECOMMENDED AT THE SITE TO DETERMINE IF THE SOILS CAN BE CERTIFIED AS CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) PER THE REQUIREMENTS OF 35 IAC PART 1100.

THE FOLLOWING IDENTIFIES THE REASONS THE SITE HAS BEEN DETERMINED TO BE A PIP:

- SITE IDENTIFIED IN FEDERAL, STATE OR LOCAL REGULATORY DATABASE THAT SUGGESTS POTENTIAL SOIL IMPACT
- HISTORICAL INFORMATION SUGGESTS PAST OR CURRENT SITE USE MAY POTENTIALLY IMPACT SOILS
- PROPERTY ADJACENT TO THE SITE IS IDENTIFIED IN FEDERAL, STATE OR LOCAL REGULATORY DATABASE THAT SUGGESTS POTENTIAL SOIL IMPACT
- HISTORICAL INFORMATION SUGGESTS PAST OR CURRENT USE OF ADJACENT PROPERTY MAY POTENTIALLY IMPACT SOILS AT THE SITE
- OTHER SOIL PH ANALYSIS IS REQUIRED PER 35 IAC PART 1100.20(c)

FIELD SCREENING DOCUMENTATION

PID MAKE & MODEL: _____ BACKGROUND PID READING: _____

SAMPLE NUMBER	SAMPLE LOCATION	TYPE OF SAMPLE (COMPOSITE/GRAB)	LAB SAMPLE COLLECTED (Y/N)	PID READING (PPM)
1				
2				
3				

Notes:

The project involves the complete resurfacing of portions of 3rd, 4th, 6th, 7th, 8th, Victor, Florence and Cumnor.



HISTORICAL USE & REGULATORY REVIEW SUMMARY

SOURCE OF INFORMATION: EDR VISTA- ENVIRONMENTAL DATABASE REPORT
 HISTORICAL AERIALS (WWW.HISTORICAERIALS.COM)
 SITE RECONNAISSANCE ON 1/31/13

IDENTIFIED HISTORICAL USES: THE PROJECT AREA HAS BEEN DEVELOPED SINCE AT LEAST 1939. THE ADJOINING PROPERTIES APPEAR TO HAVE BEEN RESIDENTIAL SINCE 1939 THROUGH THE PRESENT EXCEPT TO THE NORTH OF 2ND STREET. THIS PROPERTY HAS BEEN DEVELOPED FOR INDUSTRIAL PURPOSES SINCE AT LEAST 1961 THROUGH THE PRESENT. IT IS CURRENTLY OPERATED BY PEPPERIDGE FARM.

IS THERE EVIDENCE OF CHEMICAL/COMPOUND USE ON SITE OR ASSOCIATED WITH THE HISTORICAL USE? (IF YES, IDENTIFY CHEMICALS/COMPOUNDS OR FAMILY OF CHEMICALS/COMPOUNDS) YES NO

SITE RECONNAISSANCE ACTIVITIES DID NOT IDENTIFY ANY SOURCES/EVIDENCE OF SOIL CONTAMINATION.

IS THE SITE IDENTIFIED IN A FEDERAL/STATE REGULATORY DATABASE? (IF YES, IDENTIFY REGULATORY DATABASE AND SUMMARIZE FINDINGS) YES NO

ARE ANY OF THE SURROUNDING PROPERTIES IDENTIFIED IN FEDERAL/STATE REGULATORY DATABASES? (IF YES, IDENTIFY THE PROPERTY, THE REGULATORY DATABASE, AND SUMMARIZE FINDINGS) YES NO

NO ADJOINING PROPERTIES WERE IDENTIFIED IN THE SEARCHED DATABASES. NO SURROUNDING PROPERTIES WERE IDENTIFIED AS POTENTIAL ENVIRONMENTAL ISSUES WITHIN THE DATABASE REPORT EXCEPT FOR ONE ADJOINING PROPERTY TO THE NORTH OF 2ND STREET WAS LISTED IN SEVERAL DATABASES AND IDENTIFIED AS THE PEPPERIDGE FARM, INC. PROPERTY LOCATED AT 230 2ND STREET. THE PERTINENT DATABASE LISTINGS INCLUDED UST AND RCRA GENERATOR DATABASES. TWO (2) 20,000 GALLON UST WERE REMOVED FROM THE PROPERTY. NO OTHER INFORMATION WAS PROVIDED. RCRA GENERATOR ACTIVITIES INVOLVED THE GENERATION OF F001 AND D001 HAZARDOUS WASTES. NO VIOLATIONS WERE REPORTED.

IS THERE PHYSICAL EVIDENCE OF SOIL CONTAMINATION? (IF YES, IDENTIFY PHYSICAL EVIDENCE) YES NO

SITE RECONNAISSANCE ACTIVITIES DID NOT IDENTIFY ANY SOURCES/EVIDENCE OF SOIL CONTAMINATION.



YES NO

IS LABORATORY SAMPLING NECESSARY TO EVALUATE SITE SOILS?

POTENTIALLY IMPACTED PROPERTIES (PIPs) WERE NOT IDENTIFIED WITHIN THE PROJECT AREA EXCEPT AT THE INTERSECTIONS OF FLORENCE AVENUE AND VICTOR STREET WITH 2ND STREET. TRUE NORTH RECOMMENDS COMPLETING AN LPC #663 FOR THE PROJECT AREA.

PROPOSED CONSTITUENTS OF CONCERN TO BE ANALYZED FOR THE MATERIAL TO MEET THE PROPOSED CCDD FACILITY SPECIFIC REQUIREMENTS.

(IF YES, IDENTIFY ANALYTICAL PARAMETERS AND ATTACH LABORATORY DATA SHEETS)

NOT APPLICABLE

	pH	RCRA Metals	VOCs	BETX	SVOCs	PNAs	PCBs	Pesticides	MAC Table
Number of Samples	8	2	2			2			
Bluff City Materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.F. Heil	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hanson Materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reliable Materials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Facility:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Parameters Required:									

PROPOSED NUMBER OF SAMPLES TO BE COLLECTED FOR THE ABOVE CONSTITUENTS OF CONCERN.

TRUE NORTH RECOMMENDS COLLECTING A SOIL SAMPLE AT THE INTERSECTIONS OF FLORENCE AVENUE AND 2ND STREET AND VICTOR STREET AND 2ND STREET VOCs, PNAs, RCRA METALS, PH. FOR THE REMAINDER OF THE PROJECT AREA, TRUE NORTH RECOMMENDS COLLECTING SOIL PH SAMPLES FROM UP TO SIX (6) REPRESENTATIVE LOCATIONS AND DEPTHS. AN LPC #663 WILL BE SUBMITTED FOR THE ENTIRE PROJECT.

ARE ANY OTHER SAMPLING OR ASSESSMENT REQUIREMENTS?

YES NO

NOT APPLICABLE

SOIL PID SCREENING SHOULD BE PERFORMED DURING SOIL SAMPLING ACTIVITIES.



POTENTIALLY IMPACTED PROPERTY (PIP) DETERMINATION FORM

TR-014 NEW SIDEWALK: 68TH ST., VENARD RD., ELMWOOD
 SITE: AVE., AND SEELEY AVE., DOWNERS GROVE, ILLINOIS DATE: JANUARY 31, 2013
 CLIENT: VILLAGE OF DOWNERS GROVE
 INSPECTOR(S): MPM/BSM WEATHER CONDITIONS: OVERCAST, RAINY, 40s
 SCREENING METHOD: HISTORICAL & REGULATORY RECORDS AND SITE RECONNAISSANCE

BASED ON REVIEWED INFORMATION, THIS SITE HAS BEEN DETERMINED TO BE A
 NON-PIP PIP

FURTHER ASSESSMENT IS RECOMMENDED IS NOT RECOMMENDED AT THE SITE TO DETERMINE IF THE SOILS CAN BE CERTIFIED AS CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) PER THE REQUIREMENTS OF 35 IAC PART 1100.

THE FOLLOWING IDENTIFIES THE REASONS THE SITE HAS BEEN DETERMINED TO BE A PIP:

- SITE IDENTIFIED IN FEDERAL, STATE OR LOCAL REGULATORY DATABASE THAT SUGGESTS POTENTIAL SOIL IMPACT
- HISTORICAL INFORMATION SUGGESTS PAST OR CURRENT SITE USE MAY POTENTIALLY IMPACT SOILS
- PROPERTY ADJACENT TO THE SITE IS IDENTIFIED IN FEDERAL, STATE OR LOCAL REGULATORY DATABASE THAT SUGGESTS POTENTIAL SOIL IMPACT
- HISTORICAL INFORMATION SUGGESTS PAST OR CURRENT USE OF ADJACENT PROPERTY MAY POTENTIALLY IMPACT SOILS AT THE SITE
- OTHER : SOIL PH ANALYSIS IS REQUIRED PER 35 IAC PART 1100.20(g)

FIELD SCREENING DOCUMENTATION

PID MAKE & MODEL: _____ BACKGROUND PID READING: _____

SAMPLE NUMBER	SAMPLE LOCATION	TYPE OF SAMPLE (COMPOSITE/GRAB)	LAB SAMPLE COLLECTED (Y/N)	PID READING (PPM)
1				
2				
3				
4				
5				

Notes:

The project involves new sidewalks along Venard Road, Seeley Avenue, Elmwood Avenue and 68th Street.



HISTORICAL USE & REGULATORY REVIEW SUMMARY

SOURCE OF INFORMATION: EDR VISTA- ENVIRONMENTAL DATABASE REPORT
HISTORICAL AERIALS (WWW.HISTORICAERIALS.COM)
SITE RECONNAISSANCE ON 1/31/13

IDENTIFIED HISTORICAL USES: 68TH STREET, ELMWOOD AVENUE AND VENARD ROAD WERE DEVELOPED BETWEEN 1962 AND 1974. SEELEY AVENUE WAS DEVELOPED BETWEEN 1946 AND 1961. THE PROJECT AREAS WERE UNDEVELOPED AGRICULTURAL LAND PRIOR TO BEING DEVELOPED. ADJOINING PROPERTIES ARE RESIDENTIAL.

IS THERE EVIDENCE OF CHEMICAL/COMPOUND USE ON SITE OR ASSOCIATED WITH THE HISTORICAL USE? (IF YES, IDENTIFY CHEMICALS/COMPOUNDS OR FAMILY OF CHEMICALS/COMPOUNDS) YES NO

SITE RECONNAISSANCE ACTIVITIES DID NOT IDENTIFY ANY SOURCES/EVIDENCE OF SOIL CONTAMINATION.

IS THE SITE IDENTIFIED IN A FEDERAL/STATE REGULATORY DATABASE? (IF YES, IDENTIFY REGULATORY DATABASE AND SUMMARIZE FINDINGS) YES NO

ARE ANY OF THE SURROUNDING PROPERTIES IDENTIFIED IN FEDERAL/STATE REGULATORY DATABASES? (IF YES, IDENTIFY THE PROPERTY, THE REGULATORY DATABASE, AND SUMMARIZE FINDINGS) YES NO

IS THERE PHYSICAL EVIDENCE OF SOIL CONTAMINATION (IF YES, IDENTIFY PHYSICAL EVIDENCE) YES NO

SITE RECONNAISSANCE ACTIVITIES DID NOT IDENTIFY ANY SOURCES/EVIDENCE OF SOIL CONTAMINATION.



IS LABORATORY SAMPLING NECESSARY TO EVALUATE SITE SOILS?

YES NO

NO POTENTIALLY IMPACTED PROPERTIES (PIPs) WERE IDENTIFIED ON SURROUNDING PROPERTIES TO THE SITE, BUT SOIL PH ANALYSIS IS REQUIRED PER 35 IAC 1100.20(G)

PROPOSED CONSTITUENTS OF CONCERN TO BE ANALYZED FOR THE MATERIAL TO MEET THE PROPOSED CCDD FACILITY SPECIFIC REQUIREMENTS.

(IF YES, IDENTIFY ANALYTICAL PARAMETERS AND ATTACH LABORATORY DATA SHEETS)

NOT APPLICABLE

	pH	RCRA Metals	VOCs	BETX	SVOCs	PNAs	PCBs	Pesticides	MAC Table
Number of Samples	4								
Bluff City Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.F. Heil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hanson Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reliable Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Facility:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Parameters Required:									

PROPOSED NUMBER OF SAMPLES TO BE COLLECTED FOR THE ABOVE CONSTITUENTS OF CONCERN.

TRUE NORTH RECOMMENDS COLLECTING UP TO FOUR (4) SOIL SAMPLES ALONG THE PROJECT AREA (ONE PER PROJECT AREA) FOR PH ANALYSIS. THESE SOIL SAMPLES SHOULD BE COLLECTED AT REPRESENTATIVE LOCATIONS THROUGHOUT EACH PROJECT AREA FOR SUBMITTAL WITH AN LPC#662.

ARE ANY OTHER SAMPLING OR ASSESSMENT REQUIREMENTS?

YES NO

NOT APPLICABLE

SOIL PID SCREENING SHOULD BE PERFORMED DURING SOIL SAMPLING ACTIVITIES.

43.0 SUBSURFACE EXPLORATION

- 43.1 The ENGINEER shall determine the existence and location of underground utilities and structures in the area of subsurface exploration. The VILLAGE shall inform the ENGINEER of the existence and location of its underground utilities and structures. The ENGINEER shall be responsible for damage by his forces or those of his subcontractors to underground utilities or structures; provided, however, that the ENGINEER shall not be liable for damages to underground utilities or structures, resulting from the ENGINEER'S reliance on field locations inaccurately marked by employees or agents of the VILLAGE of said underground structures.
- 43.2. The ENGINEER shall select the sampling locations and depths and types of samples required, log the samples, direct the sampling operation, and supervise the transporting of samples to the laboratory. All samples shall be plotted within two feet horizontally of their true locations and within 0.25 feet of their true vertical elevation.
- 43.3 The ENGINEER shall be responsible for any and all damage caused by the ENGINEER or his drilling subcontractor except as stated in Section 43.1 above. The ENGINEER shall backfill all boreholes and patch any disturbed pavement with hot mix asphalt material compacted to 95% density.
- 43.4 The ENGINEER shall establish a field and laboratory testing program designed to provide sufficient data for the preparation of a true and accurate analysis of the site and the preparation of recommendations.
- 43.5 The ENGINEER shall perform all sampling and testing in accordance with the current standards of the American Society for Testing and Materials (ASTM) for the specific type of sampling or testing involved. The ENGINEER shall also conform his work to the current requirements of the Illinois Department of Transportation (IDOT) for motor fuel tax projects, unless specifically directed otherwise by the VILLAGE.
- 43.6 The ENGINEER shall establish design parameters based upon laboratory test results, field data and general engineering principles.
- 43.7 A stand-alone formal report, (as differentiated from field reports) shall be prepared for each specific location by the ENGINEER. Report shall include such exhibits as are necessary to illustrate and support the report and recommendation.
- 43.8 The ENGINEER shall perform all required services consistent with accepted standards of practice for professional civil and environmental engineers.

44. PROPOSAL

- 44.1 The Proposal shall include the following information:
- a. Name of the Project.

- b. Location of Project.
- c. A description of proposed work.
- d. A statement describing the Field and Laboratory Testing Program recommended.
- e. A description of the questions to be addressed, types of recommendations to be made, and nature and extent of background information, to be included in the final report.
- f. An estimate of manpower hours, equipment usage, and description and number of tests required to complete the recommended testing program and prepare report, along with the related costs utilizing the fees included as part of this Proposal.
- g. Estimate of Unit Price for Environmental Testing Services as described in section 47.
- h. A “not to exceed” fee for the services for each project.

45.0 PROPOSAL REVIEW and SELECTION PROCESS

Unless the Village exercises its right to reject all proposals, the contract will be awarded to that responsible Proposer(s) whose Proposal(s), conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered.

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

45.1 Step One:

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

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for project performance
- Fee

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

45.2 Step Two:

Village staff will recommend a firm based on the entire submittal package. The Village reserves the right to determine the criteria for and select the best overall qualified firm, in the

Village’s opinion, to execute the scope of work on behalf of the Village. **The Village may elect to split the scope of work and award a contract to more than one ENGINEER. As such, “not to exceed” pricing for each specific project shall be stand alone and shall not rely on the ENGINEER being awarded the entire scope of work.**

45.3 Step Three:

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

46.0 PERIOD OF SERVICE

46.1 It is anticipated that these services will be complete by December 31, 2013. The ENGINEER shall send the PIP to the Village for review within **7 calendar days of receiving Notice to Proceed for each specific project location.** ENGINEER shall then deliver to the Village all deliverables as mentioned in the scope of work **21 Calendar Days after receiving the Village’s approval of the PIP for each specific project location.** No additional working days will be granted by the Village for any reason, in that sufficient time is provided to offset any working days lost due to adverse weather conditions. Any costs associated in expediting laboratory testing to meet this deadline shall be borne by the ENGINEER with no additional compensation allowed.

46.2 If the Village exercises its option to terminate this agreement upon default by the Proposer, the Proposer shall cause to be delivered to the Village all drawings and field notes, or electronic data files, if any, with the understanding that all such material becomes the property of the Village. The Proposer shall be paid the total maximum cost as set forth above, less the cost incurred by the Village in completion of the work.

47.0 SCHEDULE OF PRICES

47.1 The “not to exceed” price for each project shall be completed by the proposer in the schedule below. In addition, a 20% overall contingency, to be used as needed on these or other projects as deemed necessary by the Village, shall be included in the total contract “not to exceed” price.

ST-004(B) Street Maintenance	\$ <u> \$8,993</u>
S-004 New Sidewalk Construction	\$ <u> XX</u>
TR-014 Safe Routes to School	\$ <u> \$2,018</u>
ST-027/WA-019 Esterbrook Subdivision	\$ <u> XX</u>
ST-040 Brook and Centre	\$ <u> XX</u>
ST-044 Maple Ave	\$ <u> \$3,450</u>

Village of Downers Grove

ST-046/SW-039/040 Downers Grove Estates	\$ <u> \$8,430</u>
P-005 Parking Lot Improvements – Lot H.	\$ <u> \$4,700</u>
ST-025 Brookbank Road Reconstruction	\$ <u> \$3,750</u>
20% Contingency	\$ <u> \$6,268</u>
TOTAL CONTRACT PRICE	\$ <u> \$37,609</u>

47.2 Schedule of Unit Prices

Below is a list of environmental testing services that may be required. A unit price for each service shall be provided by the Proposer. Unit prices shall include all labor, equipment and materials for sample collection, testing, and reporting.

Village of Downers Grove

2013 ENVIRONMENTAL ENGINEERING SERVICES		
DESCRIPTION	UNIT	UNIT PRICE
POTENTIAL ALL IMPACTED PROPERTY ANALYSIS (PIP)	EA	\$500
DISCRETE SOIL PH	EACH SAMPLE	\$10
DISCRETE SOIL VOC	EACH SAMPLE	\$120
DISCRETE SOIL SVOC	EACH SAMPLE	\$210
DISCRETE SOIL PNA	EACH SAMPLE	\$100
DISCRETE SOIL BETX	EACH SAMPLE	\$60
DISCRETE SOIL RCRA METALS	EACH SAMPLE	\$75
DISCRETE SOIL TARGET ANALYTE METALS (TAL)	EACH SAMPLE	\$205
DISCRETE SOIL PCBS	EACH SAMPLE	\$65
DISCRETE SOIL PESTICIDES	EACH SAMPLE	\$125
SPLP METALS	EACH SAMPLE	\$125
TCLP METALS	EACH SAMPLE	\$125
WASTE CHARACTERIZATION RCRA GREEN SHEET ANALYSIS	EACH SAMPLE	\$1,200
DRILL RIG W/OPERATOR	½ DAY	\$1,850
DRILL RIG W/OPERATOR	DAY	\$2,400
GEOPROBE W/OPERATOR	½ DAY	\$1,350
GEOPROBE W/OPERATOR	DAY	\$1,900
TEMPORARY TRAFFIC CONTROL	HOUR	\$500
GRAB SAMPLE	EACH SAMPLE	\$185
PID SCREENING	HOUR	\$85
CHIEF ENGINEER	HOUR	\$150
SENIOR ENGINEER	HOUR	\$125
PROJECT ENGINEER/PROJECT MANAGER	HOUR	\$100
FIELD ENGINEER (INCLUDES HAND AUGER TO 5' DEPTH)	HOUR	\$90
LAB/FIELD TECHNICIAN	HOUR	\$80
ADMIN/SECRETARIAL	HOUR	\$50
MILEAGE (ONCE IN VILLAGE LIMITS; TRAVEL TO/FROM VILLAGE INCLUDED IN ABOVE RATES)	MILE	\$0.60
PREPARATION OF SIGNED LPC #662	EACH FORM	\$300
PREPARATION OF SIGNED LPC #663	EACH FORM	\$500

48.0 CONTACT PERSON

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

Andy Sikich
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5494
Fax 630-434-5495
jtock@downers.us

IV. PROPOSER'S RESPONSE TO RFP

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

May 3, 2013

Mr. Andy Sikich
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL

**Re: Request for Proposal
Village of Downers- 2013 Environmental Services for Various Projects
Downers Grove, Illinois
Proposal #T13-071**

Mr. Sikich:

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform limited soil assessment and management consulting activities to characterize excavation spoils generated during the Village of Downers Grove 2013 Environmental Services for Various Projects. The project area includes various project locations within the Village of Downers Grove identified on the provided exhibits. The following sections of this proposal present background information, scope of services, estimated costs, schedule, and limitations.

BACKGROUND

True North is providing the following scope of work to perform limited soil assessment and reporting activities to characterize soils for potential off-site management at a permitted CCDD facility. The scope of work includes environmental engineering services necessary to evaluate the subgrade soil composition and condition for project locations provided. This proposal is based on the April 25, 2013 Request for Proposal (RFP) from the Village of Downers Grove (Village) and True North's experience with similar projects in the Village and other municipalities.

SCOPE OF SERVICES

Task 1: Potentially Impacted Property (PIP) Determination

For projects that do not already have a PIP evaluation, True North will complete a PIP determination utilizing similar historical and environmental records resources specified in Federal "Standards and Practices for All Appropriate Inquiries (AAI); Final Rule" (40 CFR Part 312) and American Society of Testing and Materials (ASTM) E1527-05 standard, "Standard for Environmental Site Assessments: Phase I Environmental Site Assessment Process." The PIP



determination will include a limited review of these historical and environmental regulatory records in conjunction with a site reconnaissance by a qualified environmental professional that will include photographs of the project area.

For each project, True North shall compile a PIP evaluation report for each project documenting the findings of the PIP evaluation. The PIP evaluation report shall include pertinent historical and regulatory information used to formulate and support the findings. The PIP evaluation report will make recommendations for uncontaminated soil testing, type of certification to be used (LPC 662 or LPC 663) and potential acceptable CCDD facilities.

Task 2: Soil Characterization Sampling

All Site activities will be performed by True North personnel in conformance with standards set forth by the Illinois Environmental Protection Agency (IEPA) 35 Illinois Administrative Code (IAC) 742, “Tiered Approach to Corrective Action Objectives (TACO)”, United States Environmental Protection Agency (USEPA) SW-846, “Test Methods for Evaluating Solid Waste, Physical/Chemical Methods”, ASTM E1903-97 standard, “Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process”, Occupational Health & Safety Administration (OSHA) 1910, 1926 Standards, and 35 IAC 1100, “Clean Construction or Demolition Debris Fill Operations (CCDD)”. All soil sampling and reporting activities will be completed under the oversight of an Illinois licensed Professional Engineer.

True North will subcontract an environmental drilling contractor to perform environmental drilling services on some of the projects, specifically ST-004, ST-027/WA-019, ST-040 and Centre Roadway Reconstruction, ST-046-SW/039/040, P-005 and ST-025. The remaining projects will be sampled utilizing hand tools. This proposal does not include the costs of securing any right-of-way (ROW) permits for drilling within the ROW in the Village. The environmental drilling contractor will assume that no significant traffic control will be needed. If necessary, True North will request the Village provide assistance with traffic control. The environmental drilling contractor will be responsible for all utility locates prior to drilling activities. True North will provide personnel to oversee the advancement of various soil borings within the specified project areas. The drilling contractor will utilize a track-mounted vehicle with a hydraulic drilling unit to advance each of the soil borings to an approximate depth of six (6) feet below grade within the project areas as identified by the Village. This method of soil sampling was selected to maximize sampling efficiencies and ensure adequate sample recoveries.

Soil will be continuously screened from grade to the end of borings for characterization in accordance with the Unified Soil Classification System (USCS). Representative soil samples will be screened with a calibrated photoionization detector (PID) with a 10.6eV lamp to determine the presence of photoionizable vapors that are potentially indicative of the presence

of VOC compounds in the soil. All downhole equipment will be decontaminated between each probe point with distilled water and liqui-nox solution and a distilled water rinse. All soil sampling locations will be backfilled and disturbed pavement will be patched with hot mix asphalt.

True North will collect various soil samples from the advanced borings to determine if the soils have been impacted above the Maximum Allowable Concentrations (MAC) listed in the CCDD regulations. Based on the location of the Sites, several permitted Clean Construction Demolition Debris (CCDD) facilities are options for managing off-Site spoils. These may facilities include:

- Bluff City Materials, Inc. in South Elgin and Bartlett, Illinois
- E F Heil LLC Site 1, Plainfield, Illinois
- Reliable Lyons CCDD in Lyons, Illinois
- Hanson Material Service Yd 585 in McCook, Illinois

Based on these facilities, previously prepared Potentially Impacted Property (PIP) evaluations provided in the RFP and True North's experience with similar projects, samples will be collected for a combination of volatile organic compounds (VOCs), benzene, ethylbenzene, toluene and total xylenes (BETX), Semi-Volatile Organic Compounds (SVOCs), polynuclear aromatic hydrocarbons (PNAs), Resource Conservation Recovery Act (RCRA) metals, polychlorinated biphenyl (PCB) compounds, and pH per each location's requirement.

Additionally, True North will submit soil samples to the laboratory for potential waste characterization laboratory analysis to be held for future analysis, if necessary. The characterization samples will be comprised of soils that are collected from within representative sample locations in each project area.

Upon receipt of all analytical results, True North will discuss the final destination of soils with the Village of Downers Grove. Should the results of preliminary soil sampling results identify soils that requirement alternative management as a non-hazardous, non-special waste at a permitted Subtitle D facility, True North will release the held samples for laboratory analysis.

Based on the location of the projects, three (3) facilities are options for management of soils as a non-hazardous, non-special waste.

- Waste Management Laraway Landfill in Joliet, Illinois
- Advanced Disposal Landfill in Zion, Illinois
- Congress Development Landfill (Hillside Landfill) in Hillside, Illinois

Waste characterization analysis requirements for these facilities would be for RCRA Green Sheet requirements.

Task 3: Project Reporting & Consulting

True North shall compile all field screening data and laboratory results in summary letter report format to document the investigation findings. The summary letter report shall include field sampling locations, analytical tables, laboratory data and PIP information used to formulate and support the investigation findings. True North will prepare an LPC #662 for execution by the Site owner or operator for the project locations that do not have any PIPs and soil pH results within the required pH range. For project locations with PIPs, True North will execute an LPC #663 for soils that can be certified as uncontaminated and managed at a permitted CCDD facility. The summary letter reports will be submitted as supporting documentation for each LPC #662 or LPC #663. True North will also work with the Village of Downers Grove on securing disposal approval at a Subtitle D landfill if necessary.

PROJECT COSTS

True North proposes to conduct the above scope of work in accordance with the not-to-exceed the fee scheduled provided in the RFP. Per the requirements of the RFP, each not-to-exceed costs includes the requested 50% contingency built into each cost. Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds.

SCHEDULE

True North will provide the Village with the completed PIP evaluation within seven (7) days of receiving notice to proceed (NTP). True North will provide an LPC #662 or LPC #663 within twenty-one (21) days of receiving PIP evaluation approval from the Village.

LIMITATIONS AND QUALIFICATIONS

The Client and their respective subcontractors shall be responsible for complying with the terms of health and safety plans, Federal, and State requirements applicable to this project.

True North cannot guarantee that all permitted CCDD facilities will accept the proposed analytical sampling. Certain CCDD facilities may require additional soil analysis beyond the scope of this proposal. True North is not responsible for the costs to collect samples for additional analysis beyond this proposal.



The Village of Downers Grove will provide True North with utility plans and assist True North with ensuring all utility locations are complete prior to Site mobilization.

True North has assumed no street opening permits will be required for the advancement of any of the proposed soil borings.

True North cannot guarantee that all screened and sampled soils removed from the Site shall meet the requirements per the CCDD operation for final placement. The Owner shall be responsible for disposal of all soils rejected from the CCDD operation as a special waste at a permitted landfill.

True North shall not be responsible for the health and safety of the Village of Downers Grove employees, subcontractors, or agents thereof while performing on-Site activities.

This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

True North appreciates the opportunity to offer this proposal for project planning and soil management and consulting services. If you have any questions, please contact me at 224-387-6125.

Regards,

TRUE NORTH CONSULTANTS, INC.

Brian S. Mihelich, CHMM
Senior Vice President

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

True North Consultants

Company Name

Date: May 2nd, 2013

1240 Iroquois Avenue Ste.206

Street Address of Company

bmihelich@consultttruenorth.com

Email Address

Naperville, IL 60563

City, State, Zip

Brian Mihelich

Contact Name (Print)

630-717-2880

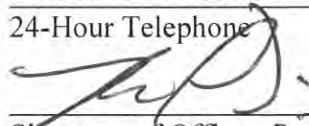
Business Phone

224-387-6125

24-Hour Telephone

630-689-5881

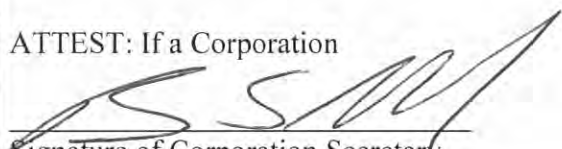
Fax


Signature of Officer, Partner or
Sole Proprietor

Ryan M. LaDieu, 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: True North Consultants

ADDRESS: 1240 Iroquois Avenue Suite 206

CITY: Naperville

STATE: IL

ZIP: 60563

PHONE: 630-717-2880 FAX: 630-689-5881

TAX ID #(TIN): 26-1702603

(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: 

DATE: May 2nd, 2013

PROPOSER'S CERTIFICATION (page 1 of 3)

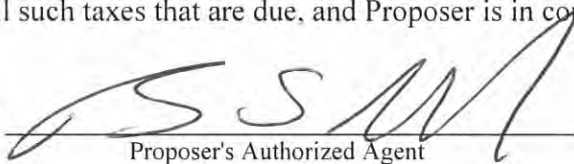
With regard to ^{2013 Environmental Services} Various Projects, Proposer True North Consultants hereby certifies
(Name of Project) (Name of Proposer)
the following:

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

PROPOSER'S CERTIFICATION (page 2 of 3)

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

BY:

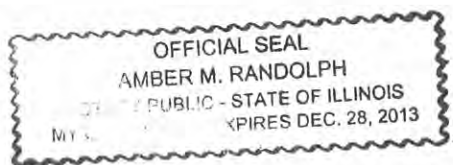

Proposer's Authorized Agent

2 6 - 1 7 0 2 6 0 3

FEDERAL TAXPAYER IDENTIFICATION NUMBER

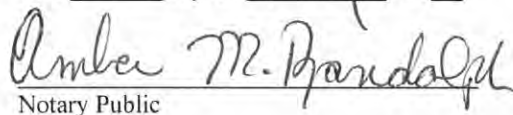
or _____

Social Security Number



Subscribed and sworn to before me

this 2 day of May, 2013


Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of True North Consultants, Inc., and the full names of its Officers are as follows:

President: Ryan M. LaDieu, P.E.

Secretary: Brian S. Mihelich, CHMM

Treasurer: Michael D. Brennan

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

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

(c) Sole Proprietor

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

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

Insurer's Name Van Gundy Insurance Agency

Agent Mr. Mike McGrew

Street Address 101 S. Towanda Avenue

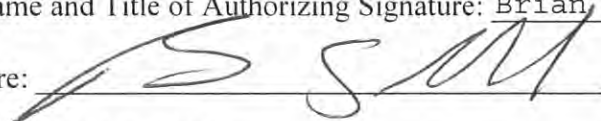
City, State, Zip Code Normal, IL 61761

Telephone Number 309-452-1156

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

Print Name of Company: True North Consultants

Print Name and Title of Authorizing Signature: Brian S. Mihelich, CHMM, Vice President

Signature: 

Date: May 2nd, 2013

Apprenticeship and Training Certification

Village of Downers Grove

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Proposer: True North Consultants

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Proposer will perform with its own forces. The Proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Proposer is a participant and that will be performed with the Proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

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

Print Name and Title of Authorizing Signature: Brian S. Mihelich, CHMM, Vice President

Signature: 

Date: May 2nd, 2013

BUY AMERICA CERTIFICATION

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

Instructions:

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

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

Certificate of Compliance

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

Signature

Company Name True North Consultants

Title Vice President

Date

May 2nd, 2013

Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Suspension or Debarment Certificate

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

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

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

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

Company Name: True North Consultants

Address: 1240 Iroquois Avenue Suite 206

City: Naperville, IL Zip Code: 60563

Telephone: (630) 717-2880 Fax Number: (630) 689-5881

E-mail Address: bmihelich@consulttruenorth.com

Authorized Company Signature: 

Print Signature Name: Brian S. Mihelich Title of Official: Vice President

Date: May 2nd, 2013

CAMPAIGN DISCLOSURE CERTIFICATE

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

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

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

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

Under penalty of perjury, I declare:

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


Signature

Brian S. Mihelich, CHMM, Vice President
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
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

2013 ENVIRONMENTAL ENGINEERING SERVICES – VARIOUS PROJECTS

APRIL 30, 2013

ITEM AND DESCRIPTION:

1. Replace Section **20** as follows

20. INSURANCE REQUIREMENTS

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

- 20.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 20.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 20.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

End of Addendum No. 1
April 30, 2013

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: 2013 ENVIRONMENTAL ENGINEERING SERVICES

PROPOSAL/BID NUMBER: VARIOUS

PROPOSAL/BID OPENING: MAY 3, 2013

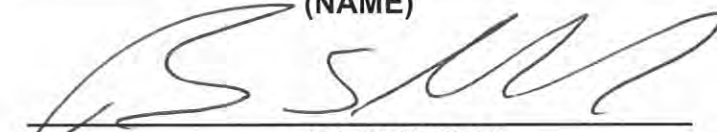
ADDENDUM NO.: 1

PROPOSER/BIDDER: True North Consultants

ADDRESS: 1240 Iroquois Avenue Suite 206

RECEIVED BY: Brian Michelich, Vice President

(NAME)



(SIGNATURE)

DATE: May 2nd, 2013