

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

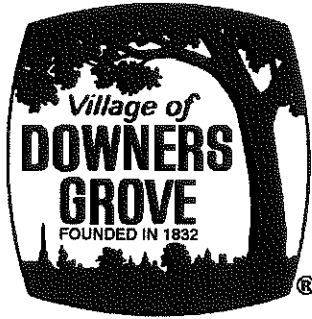
Approval on the June 4, 2013 consent agenda.

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: CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

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 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

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

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

15. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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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

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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.

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

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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

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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

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

32. GOVERNING LAW

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

33. SUCCESSORS AND ASSIGNS

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

34. WAIVER OF CONTRACT BREACH

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

35. AMENDMENT

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

36. NOT TO EXCEED CONTRACT

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

Village of Downers Grove

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.

Village of Downers Grove

- **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 Cunnor, 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

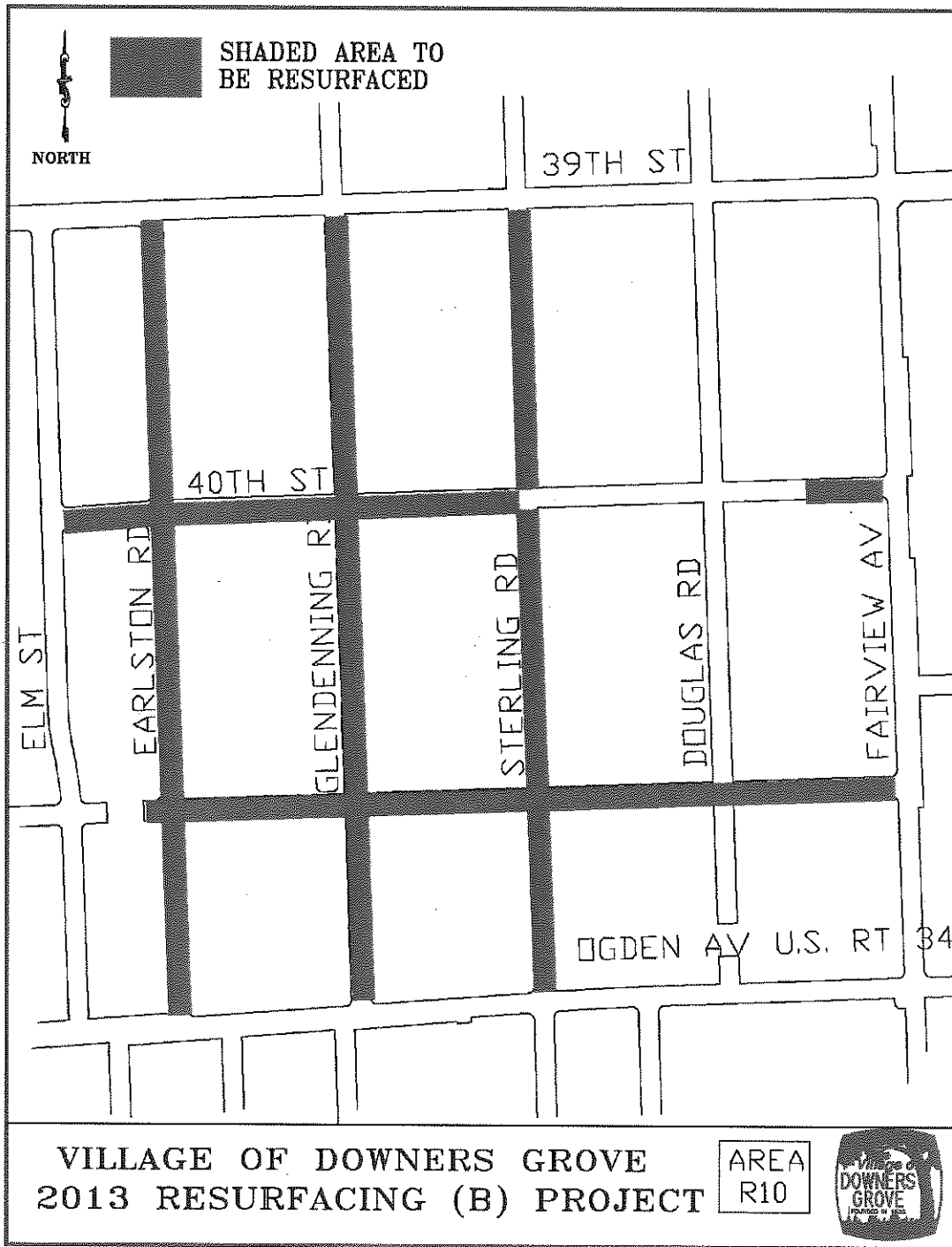
Proposal and their price reflected in the proposed cost of such services.

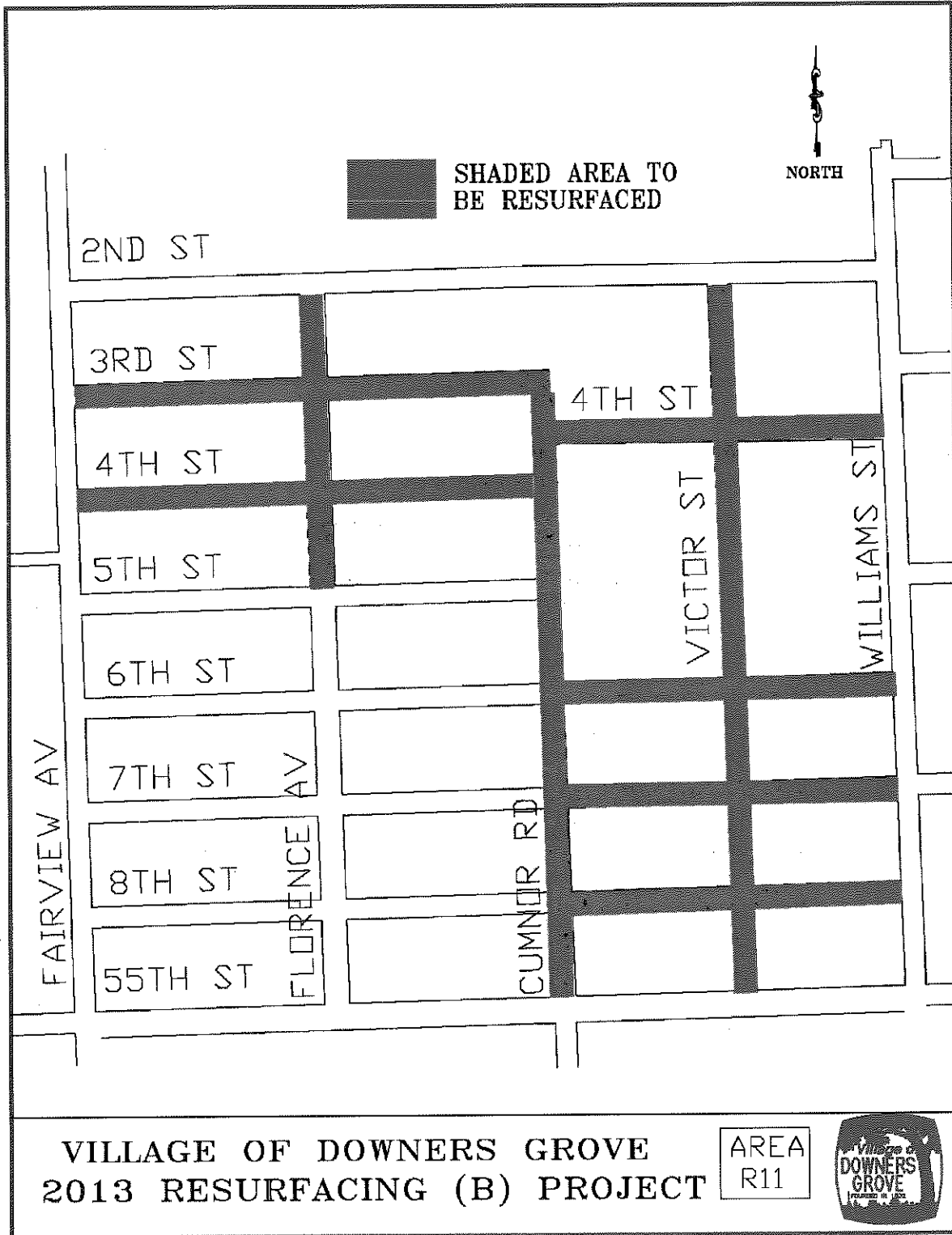
42.0 PROJECT LOCATION AND LIMITS

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

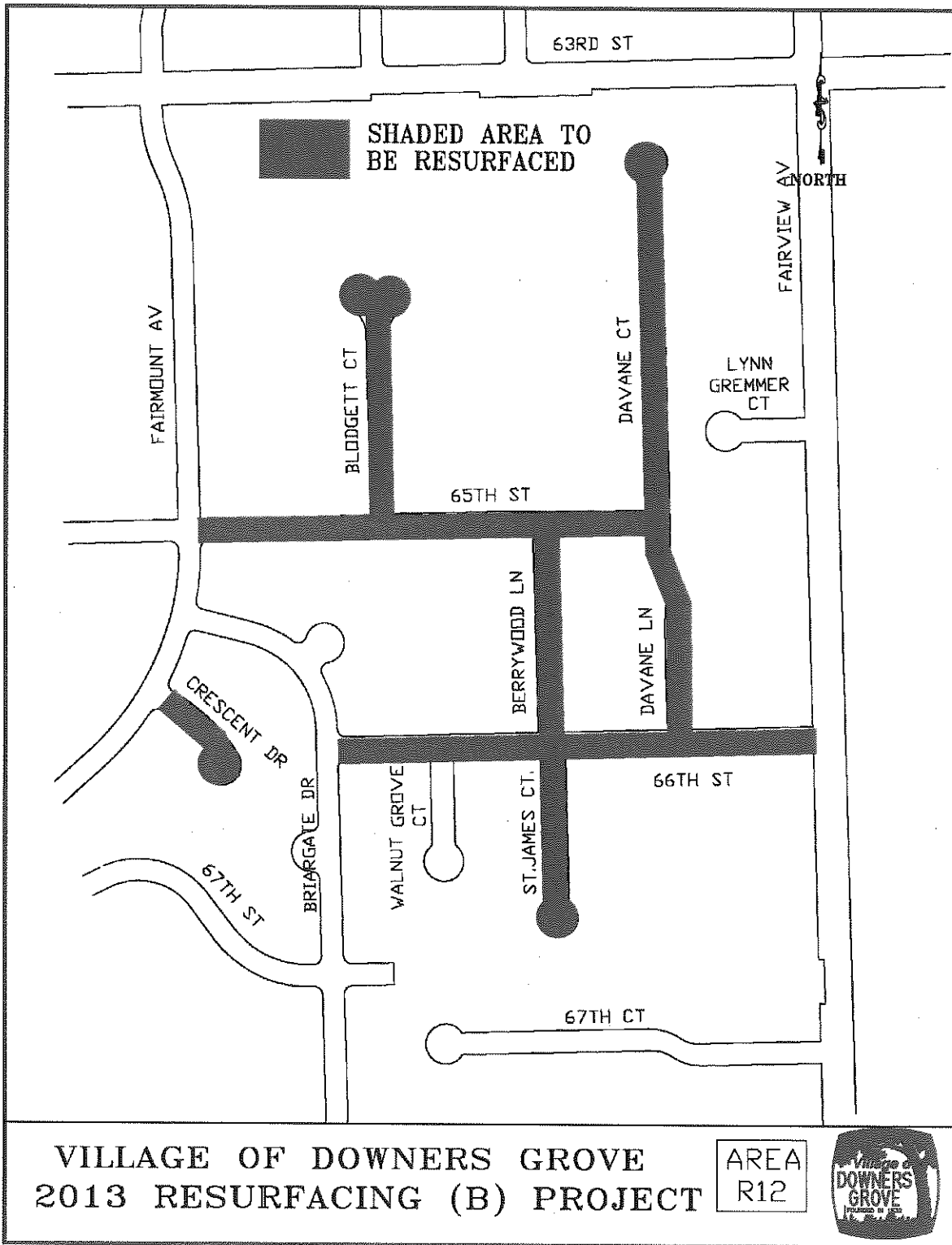
Project Location Maps for ST-004B

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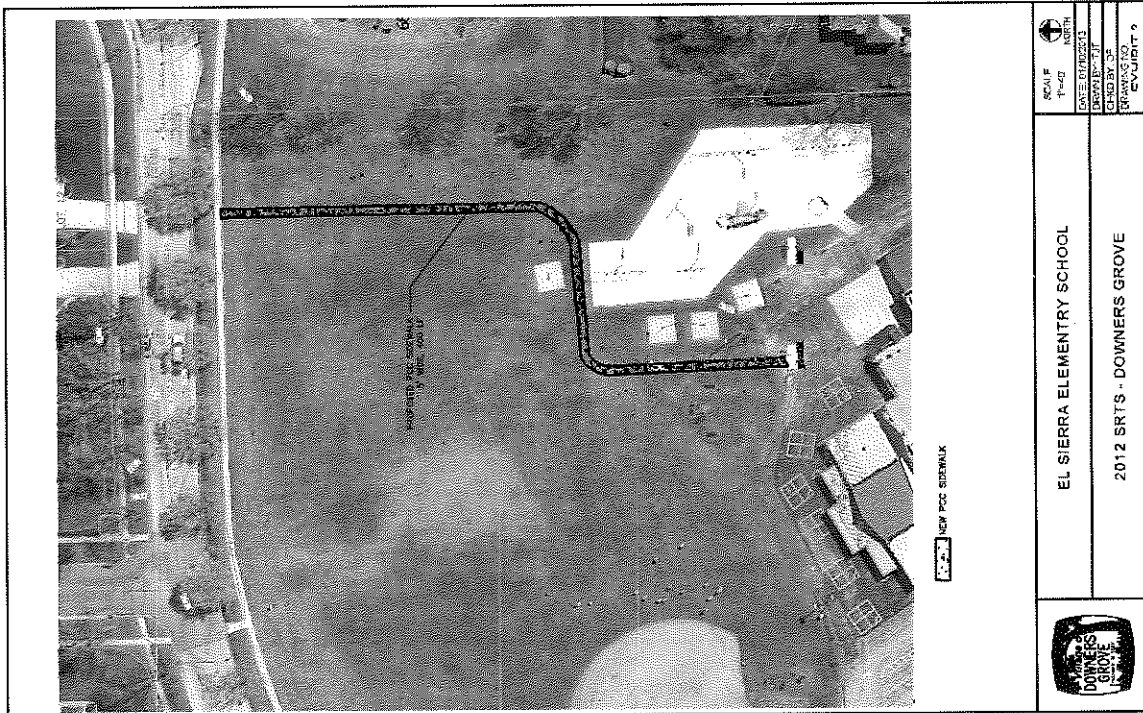
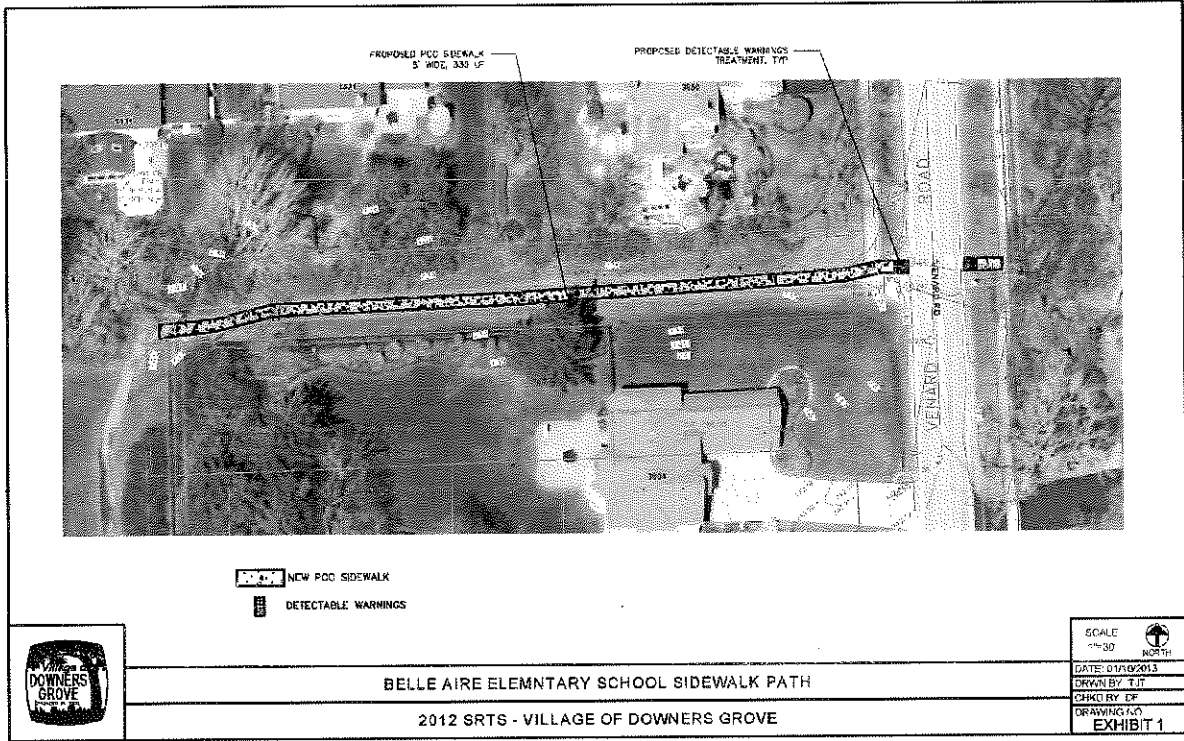


Village of Downers Grove

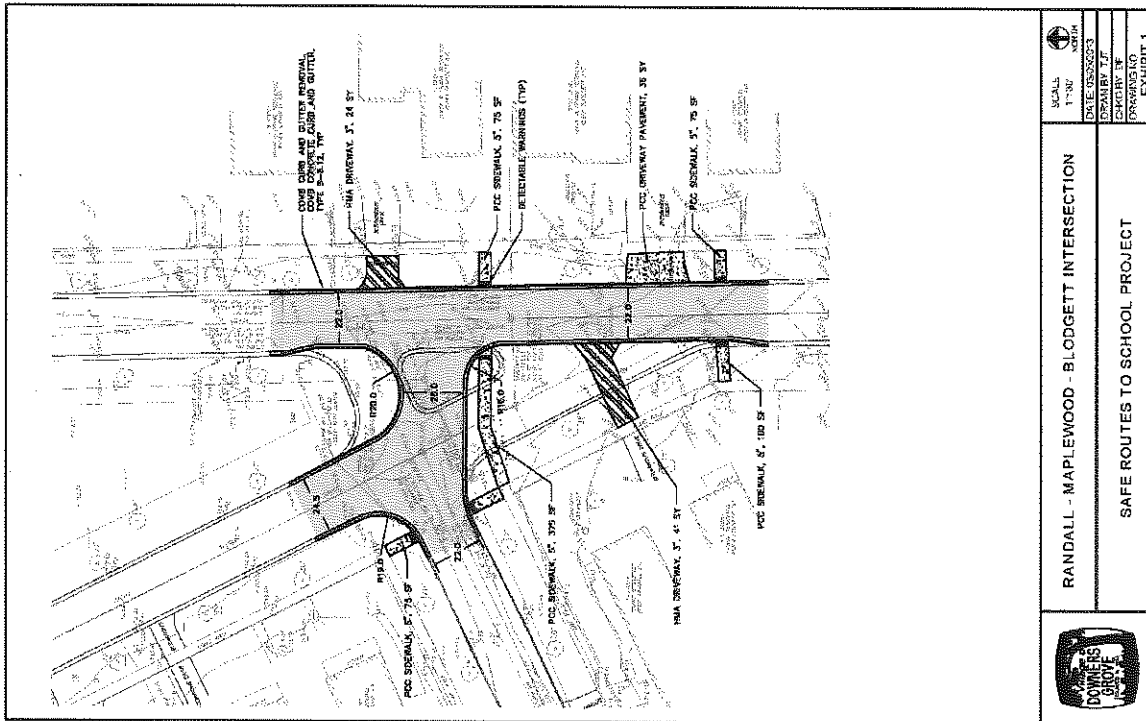
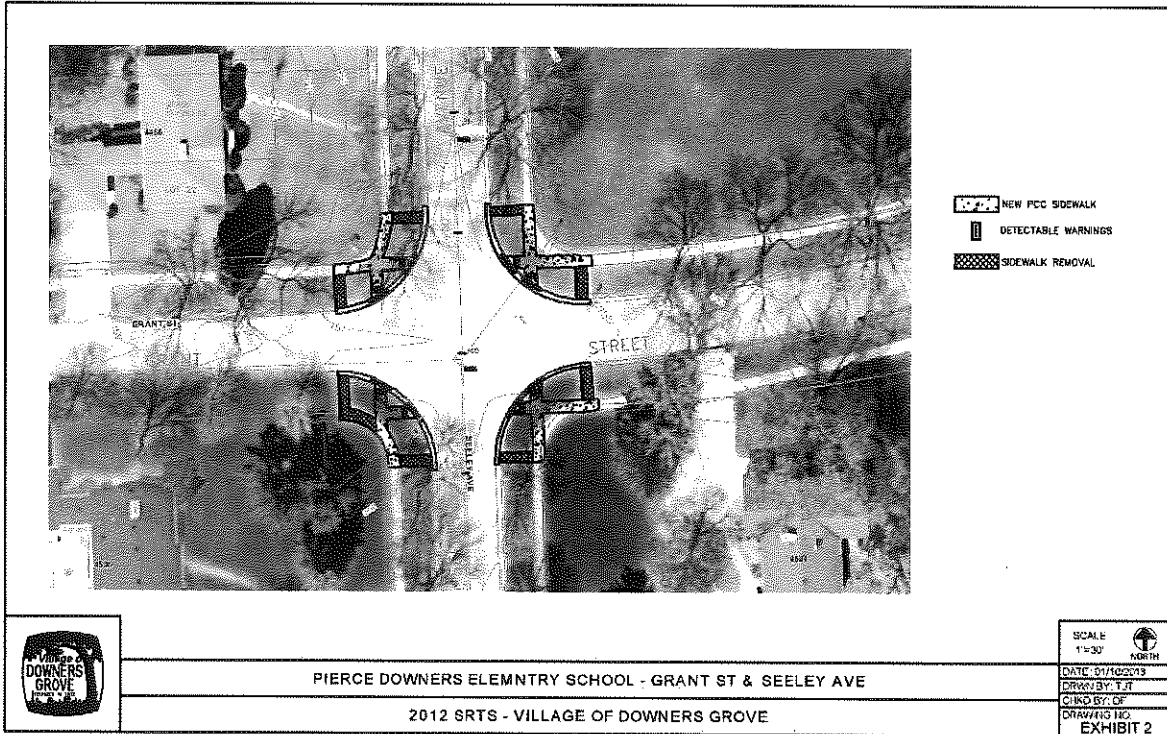


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Project Location Maps for TR-014



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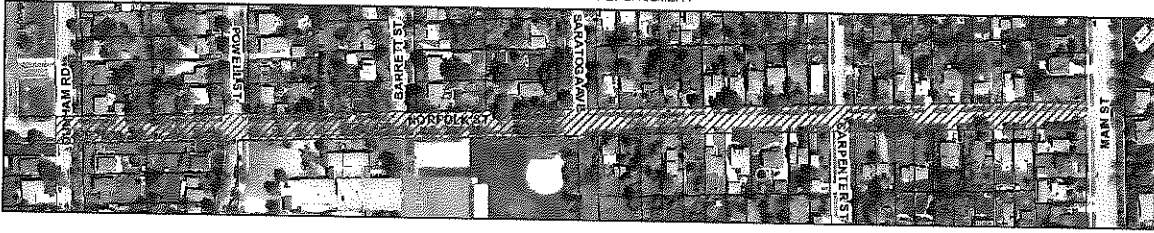
Project Location Maps for ST-027

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

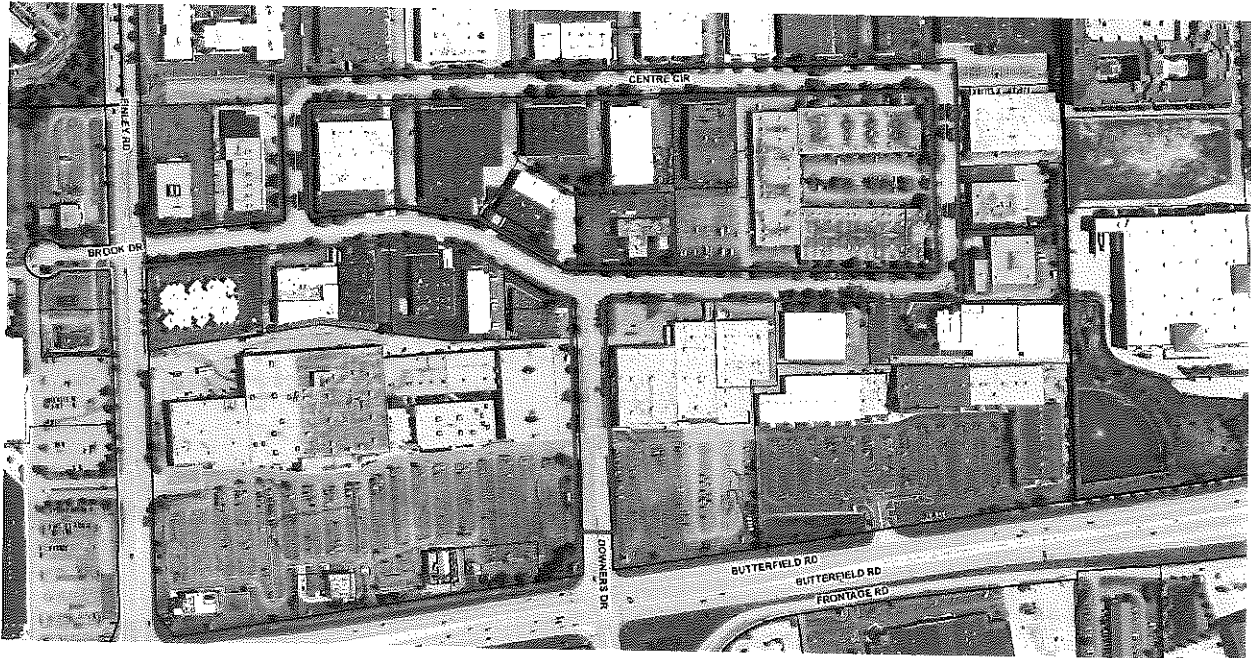


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LOCATION MAP: ST-027 NORFOLK STREET
WATER MAIN REPLACEMENT

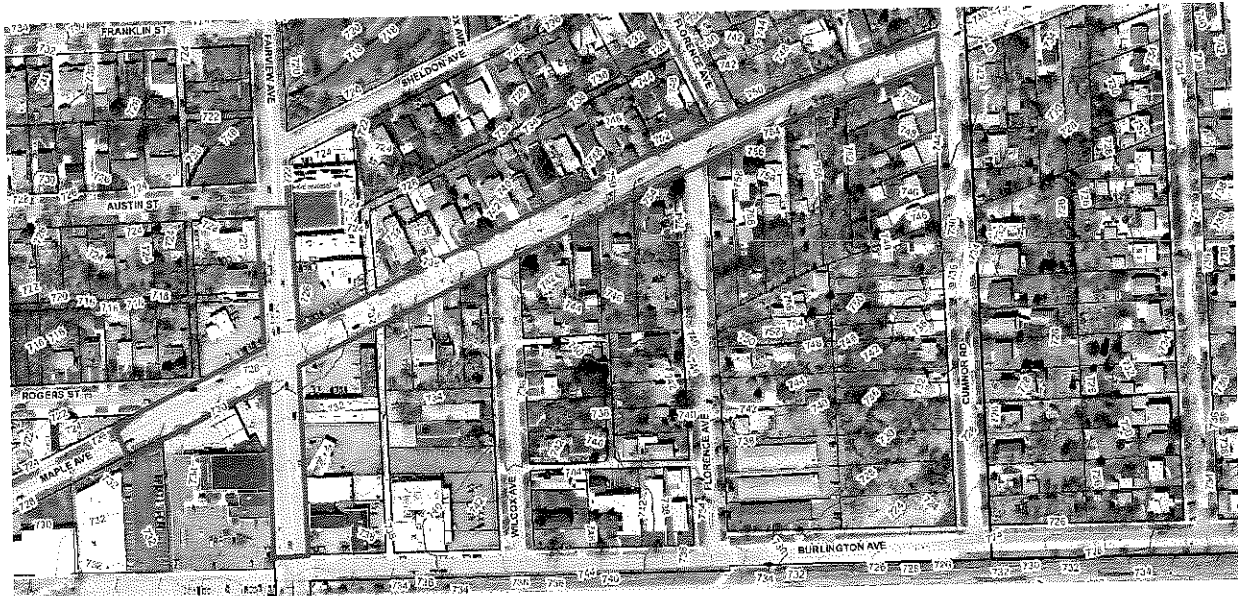


Project Location Map for ST-040

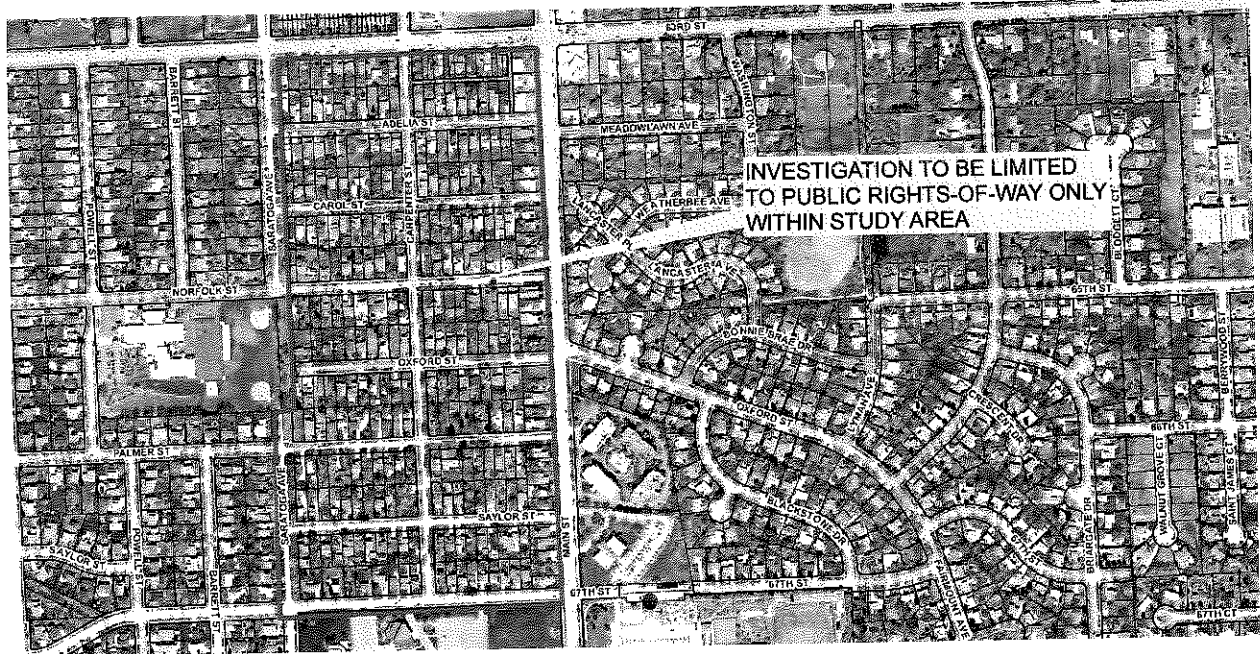


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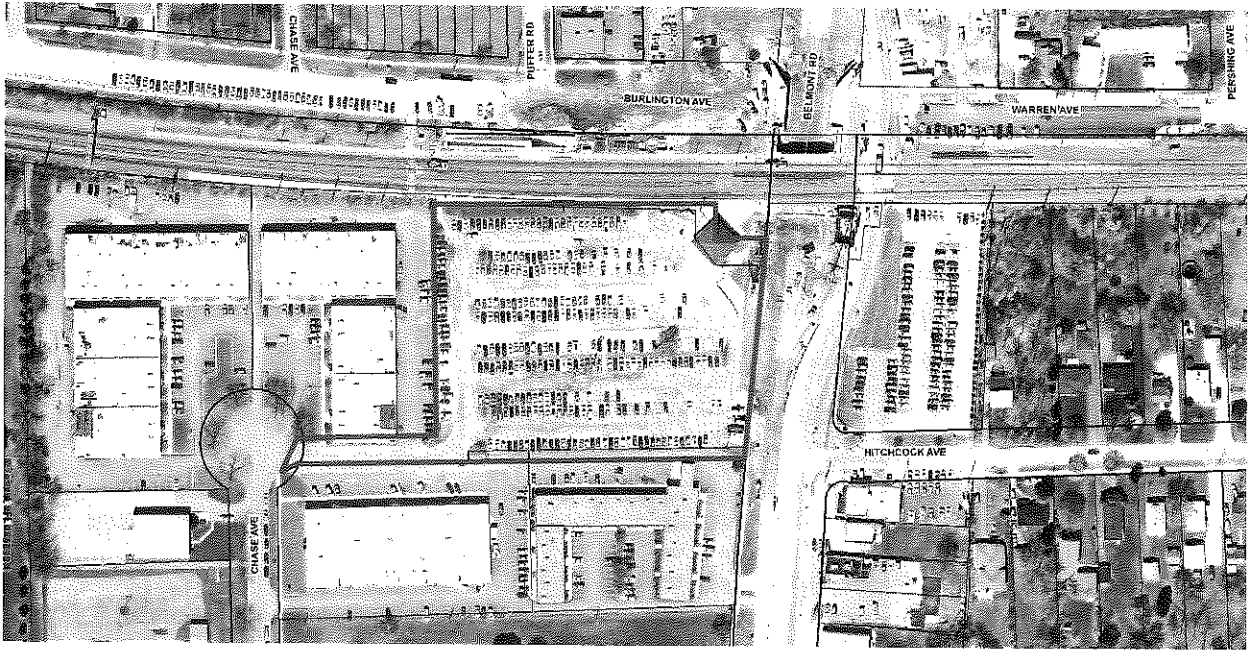
Project Location Map for ST-044



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 4TH 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. 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 Brookside Lane, Duchess Court, Belle Aire Lane, Highland Avenue, Lindley Street and 4th 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

[Empty rectangular box for regulatory database findings]



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., DAYANE 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 1100.201(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 110.0.20(c)

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:	<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 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. 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 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 ACCEPT 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	6	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 1100.201(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 110.20(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>XXX.XX</u>
S-004 New Sidewalk Construction	\$ <u>XXX.XX</u>
TR-014 Safe Routes to School	\$ <u>XXX.XX</u>
ST-027/WA-019 Esterbrook Subdivision	\$ <u>\$7,900.00</u>
ST-040 Brook and Centre	\$ <u>\$7,400.00</u>
ST-044 Maple Ave	\$ <u>XXX.XX</u>

Village of Downers Grove

ST-046/SW-039/040 Downers Grove Estates	\$ <u>XXX.XX</u>
P-005 Parking Lot Improvements – Lot H.	\$ <u>XXX.XX</u>
ST-025 Brookbank Road Reconstruction	\$ <u>XXX.XX</u>
20% Contingency	\$ <u>3,060.00</u>
TOTAL CONTRACT PRICE	\$ <u>18,360.00</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)	EACH	\$1,600
DISCRETE SOIL PH *	EACH SAMPLE	\$11.00
DISCRETE SOIL VOC *	EACH SAMPLE	\$79.20
DISCRETE SOIL SVOC *	EACH SAMPLE	\$165.00
DISCRETE SOIL PNA *	EACH SAMPLE	\$79.20
DISCRETE SOIL BETX *	EACH SAMPLE	\$33.00
DISCRETE SOIL RCRA METALS *	EACH SAMPLE	\$70.40
DISCRETE SOIL TARGET ANALYTE METALS (TAL) *	EACH SAMPLE	\$165.00
DISCRETE SOIL PCBS *	EACH SAMPLE	\$49.50
DISCRETE SOIL PESTICIDES *	EACH SAMPLE	\$82.50
SPLP METALS *	EACH SAMPLE	\$82.50
TCLP METALS *	EACH SAMPLE	\$119.90
WASTE CHARACTERIZATION RCRA GREEN SHEET ANALYSIS *	EACH SAMPLE	\$119.90
DRILL RIG W/OPERATOR	½ DAY	\$1,700.00
DRILL RIG W/OPERATOR	DAY	\$2,500.00
GEOPROBE W/OPERATOR	½ DAY	\$1,300.00
GEOPROBE W/OPERATOR	DAY	\$1,650.00
TEMPORARY TRAFFIC CONTROL	HOUR	\$125.00 min 4 hours
GRAB SAMPLE **	EACH SAMPLE	\$150.00
PID SCREENING	HOUR	\$150.00
CHIEF ENGINEER (Principal)	HOUR	\$175.00
SENIOR ENGINEER (Senior Project Manager)	HOUR	\$165.00
PROJECT ENGINEER/PROJECT MANAGER (Assistant Project Manager)	HOUR	\$97.00
FIELD ENGINEER (INCLUDES HAND AUGER TO 5' DEPTH)	HOUR	\$68.00
LAB/FIELD TECHNICIAN	HOUR	N/A
ADMIN/SECRETARIAL	HOUR	\$55.00
MILEAGE (ONCE IN VILLAGE LIMITS; TRAVEL TO/FROM VILLAGE INCLUDED IN ABOVE RATES)	MILE	\$0.585
PREPARATION OF SIGNED LPC #662 ***	EACH FORM	\$500.00
PREPARATION OF SIGNED LPC #663 ***	EACH FORM	\$650.00

*Pricing is for the laboratory analysis of the sample only for standard 7-day turn-around time. All samples are assumed to be collected during the field investigation. Additional costs will apply if samples are requested after the field investigation or if samples are needed on a faster turn-around time.

**Pricing does not include lab analysis.

***Pricing does not include soil sampling or analysis.

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.)

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

PROPOSAL – 2013 ENVIRONMENTAL ENGINEERING SERVICES – VARIOUS
PROJECTS – REVISION 1
CEC PROPOSAL NO.: 131-158

Civil & Environmental Consultants, Inc. (CEC) has prepared the following environmental engineering services proposal describing the scope of services, schedule, and fee for the two of the nine sites included in the 2013 Environmental Engineering Services – Various Projects Request for Proposal (RFP). This proposal has been prepared in accordance with instructions outlined in the RFP issued April 24, 2013 by the Village of Downers Grove (the Village).

The purpose of the project is to evaluate the subsurface conditions at the two project sites in order to complete LPC forms 662 and/or 663 for Clean Construction and Demolition Debris (CCDD) disposal. Each of the proposed scope of services will include a Potentially Impacted Property Assessment, subsurface investigation with chemical laboratory testing programs, followed by site specific reporting. Details describing each of the proposed tasks are provided below.

Potentially Impacted Property Assessments

As listed in the summary below, CEC will perform Potentially Impacted Property (PIP) assessments (PIPs) as required in the RFP. CEC will perform an historic use review which may include:

- Environmental Database Search
- Historical site maps (i.e., Sanborn[®] Fire Insurance Co. maps);
- Aerial photographs;
- Topographic maps; and
- City directories.

Additionally, CEC will perform a reconnaissance of the sites and assess the current uses of the sites and adjoining properties to the extent that they are visually and/or physically observable during the site visit or from public areas. After completion of the PIP assessment, CEC will prepare a report for the site(s) describing the findings and analyses recommended for the subsurface investigation.

Subsurface Investigation

As described below, CEC will conduct two individual subsurface investigations. Soil borings will include direct push sample methods using a track-mounted Geoprobe at each of the proposed locations.

Permits, access to the boring sites, and notification to local residents is the responsibility of the Village. Prior to drilling, CEC will mark each of the boring locations in accordance with the location shown in the RFP. Afterwards, CEC and our drilling subcontractor will request that the locations of subsurface utilities be marked by JULIE network utility company members and the Village Department of Public Works. If needed, CEC will request a joint utility meet.

The following sites require a PIP assessment. For each site, an anticipated number of soil borings and depths are provided, but is subject to change after preparing the PIPs and obtaining CCDD facility requirements. Our proposal assumes each sample will be analyzed for VOCs, semi-volatile organic compounds (SVOCs), Total Metals, and pH, as described in the laboratory testing section of this proposal. These parameters may be changed based on the results of the PIP assessment.

- *ST-027/WA-019 Esterbrook subdivision Roadway Reconstruction and Watermain Replacement* – One PIP assessment will be completed for both sites. Based on the results of the PIP assessment, CEC anticipates up to five soil borings will be drilled and sampled to depths of 3.5 feet below the existing ground surface at the two sites. Soil samples will be collected continuously to boring completion depths.
- *ST-040 Brook and Centre Roadway Reconstruction* – One PIP assessment will be completed for the site. Based on the results of the PIP assessment, CEC anticipates up to four soil borings will be drilled and sampled to depths of 3.5 feet below the existing ground surface. Soil samples will be collected continuously to boring completion depths.
- *Other Various Locations To Be Determined* – CEC will provide a scope, schedule and fee for other locations as each project is developed.

Our proposal assumes that traffic protection for the remaining eight sites can be provided using cones and signs. If additional traffic protection is needed, it will be provided at an additional cost of \$1,000.00 per day.

Soil borings will be filled with soil cuttings upon completion. The pavement surface will be restored using either cold mix asphalt or concrete patch in lieu of hot mix asphalt patch as specified in the project specifications. As-drilled boring locations will be taped to adjacent landmarks. Soil boring elevations will not be provided.

The field exploration will be performed under the full-time supervision of an experienced CEC consultant or geologist, who will inspect each soil sample for visual and olfactory evidence of soil contamination and screen each soil sample using a photo ionization detector (PID). If either visual/olfactory evidence or elevated PID screening is observed, CEC will use the following procedures to prevent the spread of the contamination and provide protection of the public health and the environment.

- Soil sampling equipment will be decontaminated between each soil boring location using a pressure washer and/or by brushing in soapy water and rinsing with clean. Excess water will be containerized pending chemical testing program.
- Excess soil samples and drilling cuttings will be containerized pending results of the chemical testing program. Soil borings will either be grouted or filled with bentonite chips.
- If the chemical testing program shows elevated concentrations of chemical compounds, the containerized soil and water will have to be disposed of off-site. Although CEC will assist the Village with disposal, the Village will be designated as the generator of the contaminated soil and groundwater.

The services provided to the Village for handling and disposal of contaminated soils is not included in our proposed not-to-exceed fee. These services will be provided to the Village on a time and material basis after receiving approval of a changed scope of work and fee from the Village. For purposes of this proposal, the disposal cost for a 55-gallon drum of soil cutting and/or decon water as a non-hazardous special waste is \$450.00 per drum. The Village would be listed as the generator of the material.

Laboratory Testing

The laboratory testing program will include an analytical testing program performed to meet the requirements for Clean Construction Demolition Debris compliance and certification. The laboratory testing program may include:

- Volatile Organic Compounds (VOCs) by United States Environmental Protection Agency (USEPA) Method 5035A/8026B;
- Semi Volatile Organic Compounds (SVOCs) by USEPA Method 8270C;
- Total Metals by USEPA Method 6020/7470A/7471A; and
- pH by USEPA Method 9045C.

Samples will be collected from the deepest point of each soil boring. The VOC samples will be collected either from the location that shows an elevated PID reading or the deepest part of the soil boring.

Reporting

We anticipate the field exploration and laboratory testing programs will provide sufficient data to develop recommendations for each site. CEC will prepare a letter report for each site including the information summarized below:

ST-027/WA-019 Esterbrook Subdivision Roadway Reconstruction and Watermain Replacement

- PIP Assessment Report summarizing site reconnaissance and proposed soil analyses.
- A cover letter with a summary of field and laboratory testing procedures and results;
- Chemical laboratory test data; and
- Based on the laboratory results, a completed LPC-663 CCDD compliance form, signed by a licensed Professional Engineer in the State of Illinois.

ST-040 Brook and Centre Roadway Reconstruction

- PIP Assessment Report summarizing site reconnaissance and proposed soil analyses.
- A cover letter with a summary of field and laboratory testing procedures and results;
- Chemical laboratory test data; and
- Based on the laboratory results, a completed LPC-663 CCDD compliance form, signed by a licensed Professional Engineer in the State of Illinois.

SCHEDULE

CEC will initiate work upon receipt of authorization to proceed. We anticipate being able to complete each site’s PIPs, as necessary, within 7 calendar days of the Notice to Proceed and complete the subsurface investigations and provide the Village with final reports within 21 calendar days of Village approval of the PIPs.

FEE & MAN-HOURS

We propose to provide the above services for the following not-to-exceed fees. Laboratory costs are based on standard 5 to 7 day turn-around-time. Our fees include a 50 percent contingency as requested in the RFP. If needed, the environmental services provided to the Village for handling and disposal of contaminated soils is not included in our not-to exceed fees. The additional environmental services will be provided to the Village on a time and material basis after receiving approval of a changed scope of work and fee from the Village.

- ST-027.....\$7,900.00
- ST-040.....\$7,400.00
- 20% Overall Contingency.....\$3,060.00

The estimate of man-hours to support our proposed fee is provided below.

	Project Management	Utility Clearance and Subsurface Investigation	PIPs, Engineering Analysis and Reporting
LABOR HOURS:			
Senior Project Manager (Civil/Site)	1		3
Assistant Project Manager (Civil)			20
Staff Consultant (Civil)		12	
Administrative Assistant (Admin)			4

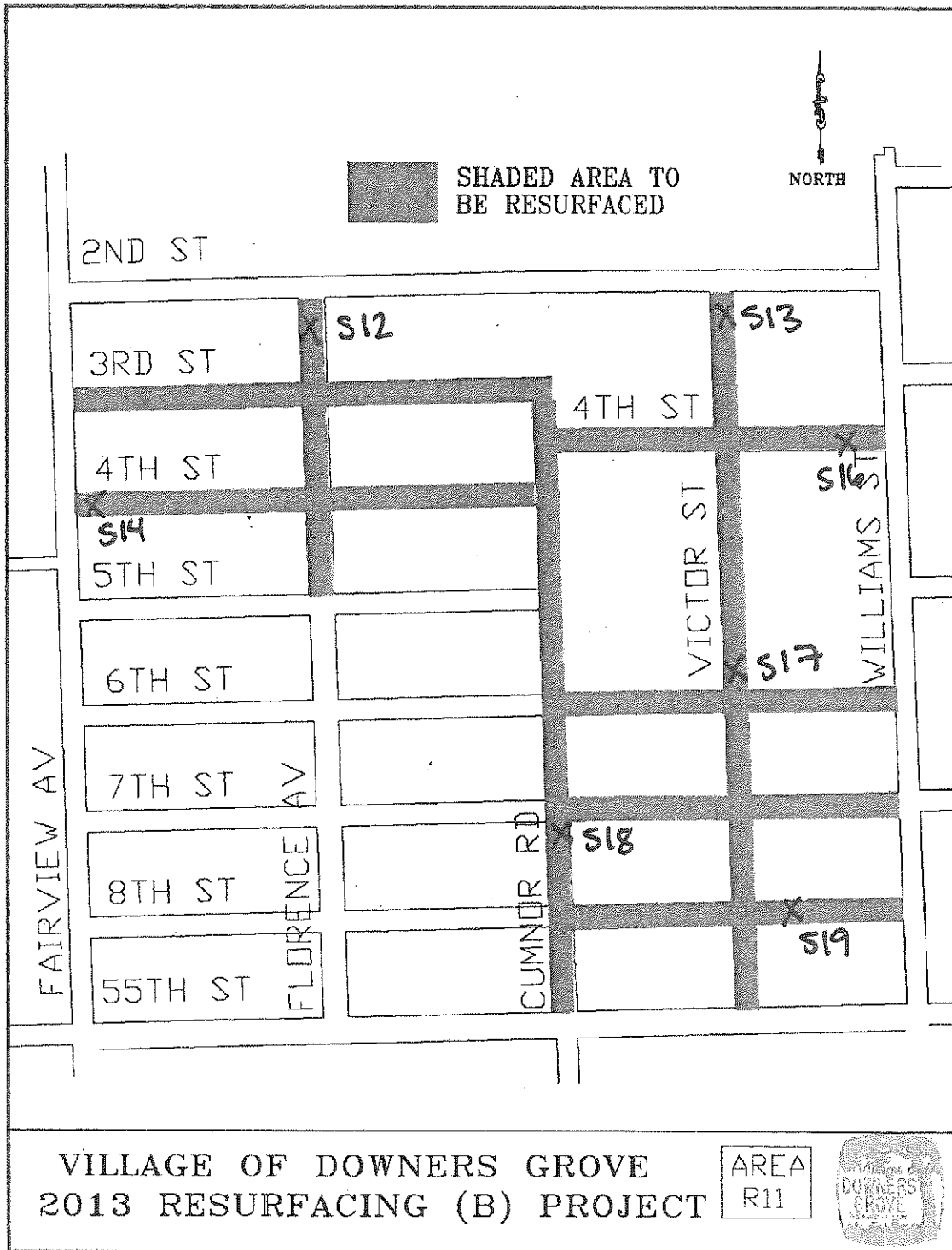
Our proposed fee and man-hour estimate are based on the following assumptions:

- The Village will provide access to each of the boring locations during normal business hours (Monday through Friday 7:00 am to 5:00 pm), and the borehole locations are accessible to truck-mounted drilling equipment.
- A standby rate of \$350.00 per hour for delays and lost time at no fault of CEC.
- Known hazardous conditions shall be disclosed prior to the start of work. Our proposal does not provide provisions for personal protective equipment beyond standard hard hat, steel toe boots, and safety glasses. Should conditions warrant an upgrade in the level of personal protection, CEC will notify the Village of Downers Grove before proceeding with the scope of work.
- The Village will provide site plans showing existing conditions and the proposed improvements showing roadway station and elevations and plan and profile sheets for the proposed underground improvements.
- The Village will provide copies of the full Potentially Impacted Property (PIP) reports for each project location in which a PIP has been completed.
- CEC will fill the soil borings with soil cuttings and clean the drilling sites.
- Boring locations will be patched with cold patch asphalt.
- Traffic cones will be sufficient for traffic protection and no flaggers or additional traffic control will be necessary. If additional traffic protection is needed, it will be provided at an additional cost of \$1,000.00 per day.
- All permits and fees for street work permits that may be required by the Village will be waived.
- Our proposal will remain valid for a period of 90 days after which CEC will have the opportunity to reconsider our scope, schedule, and fee.

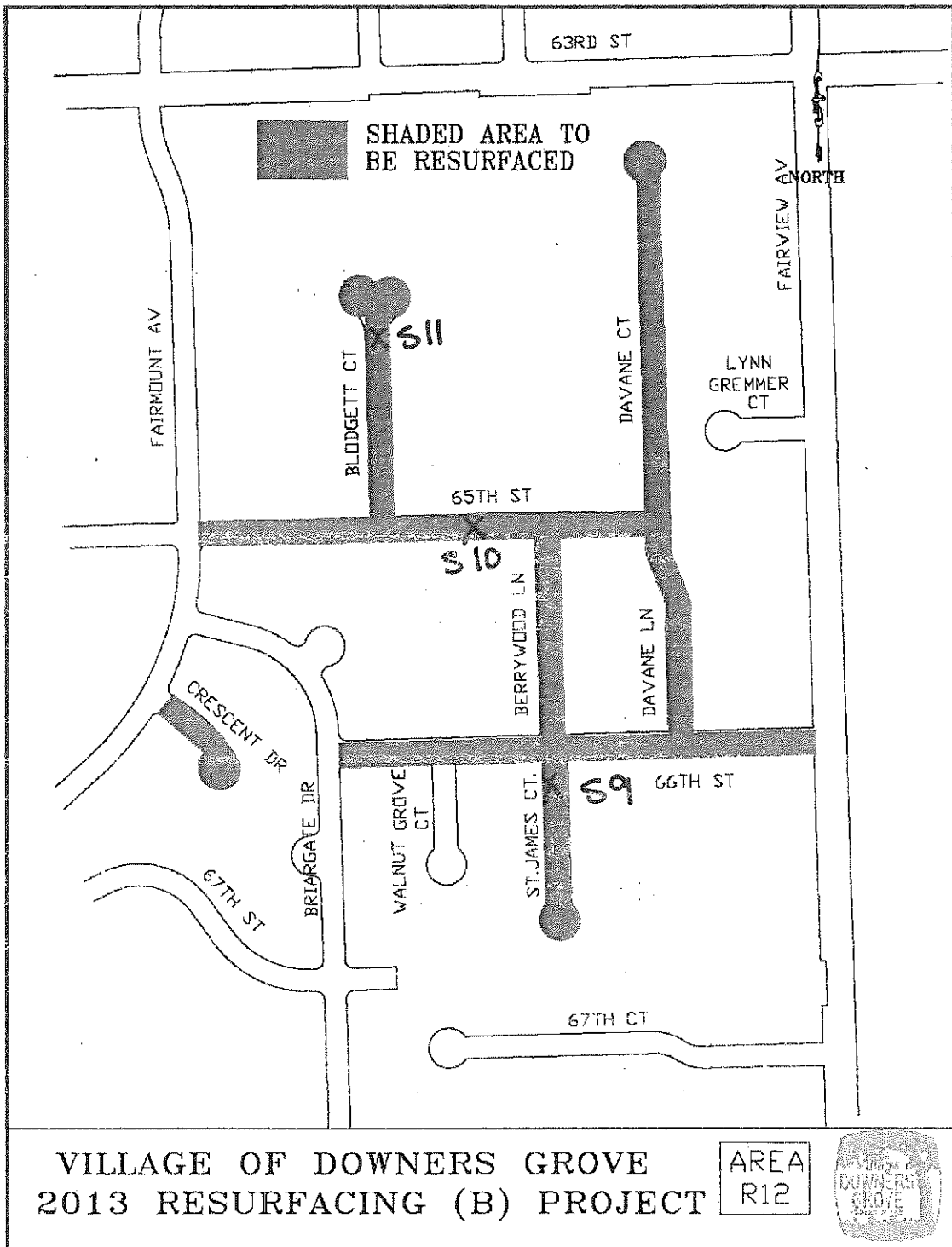
Village of Downers Grove



Village of Downers Grove

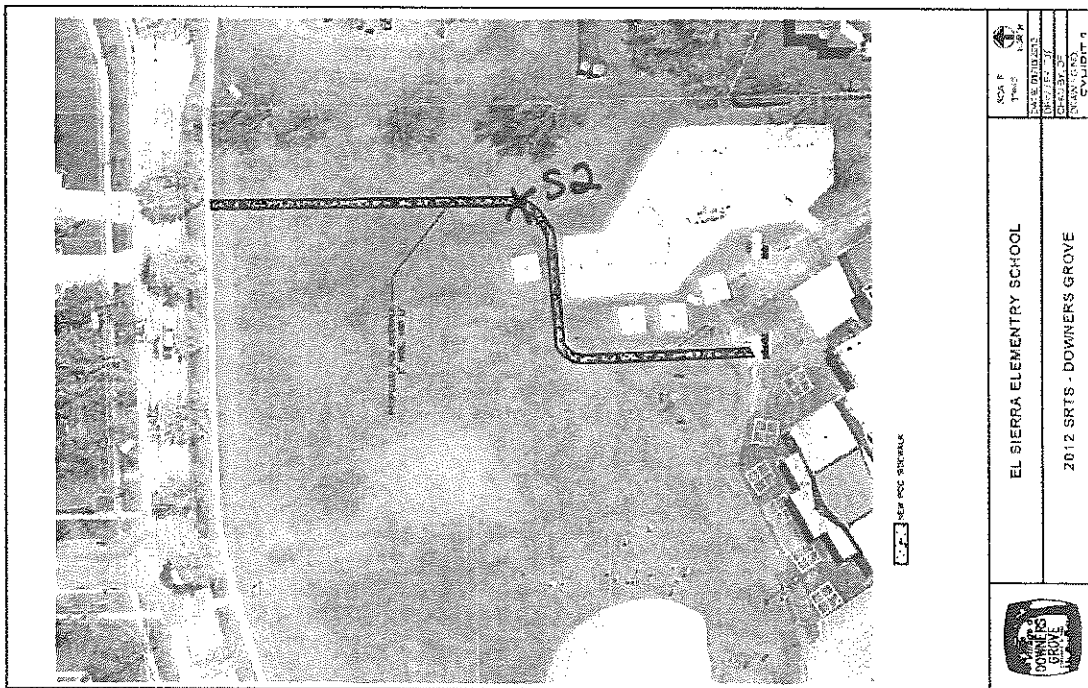
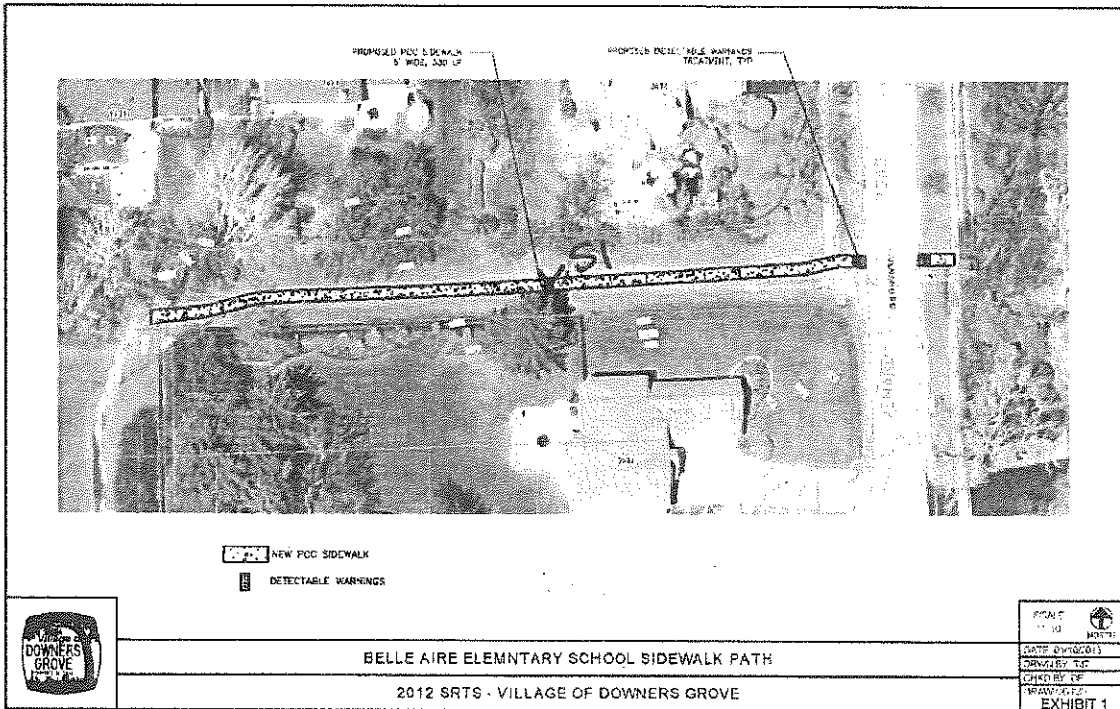


Village of Downers Grove

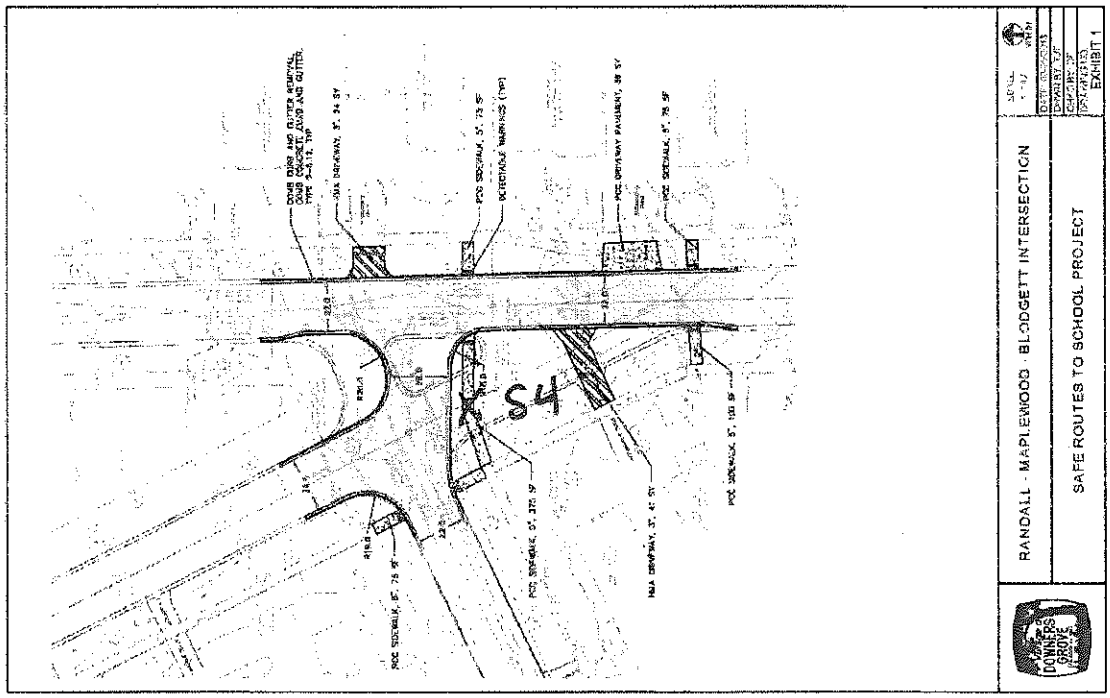
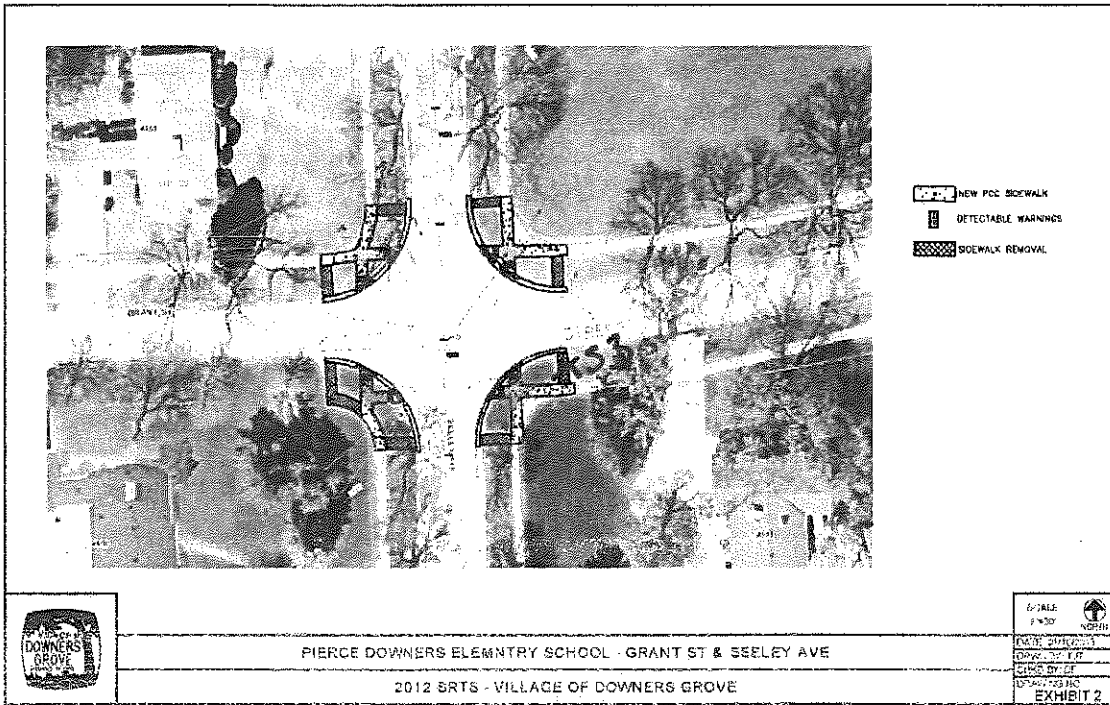


Village of Downers Grove

Project Location Maps for TR-014



Village of Downers Grove



V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Civil & Environmental Consultants, Inc.

Company Name

555 Butterfield Road, Suite 300

Street Address of Company

Lombard, Illinois, 60148

City, State, Zip

630-963-6026

Business Phone

630-963-6027

Fax

Date: May 5, 2013

djones@cecinc.com

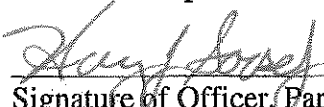
Email Address

Dean Jones

Contact Name (Print)

630-967-4197

13-Hour Telephone


Signature of Officer, Partner or
Sole Proprietor

Harry J. Soose, Jr. CFO
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 60 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: Civil & Environmental Consultants, Inc.
ADDRESS: 333 Baldwin Road
CITY: Pittsburgh
STATE: PA
ZIP: 15205
PHONE: 412-429-2324 **FAX:** 412-429-2114
TAX ID #(TIN): 25-1599565

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Civil & Environmental Consultants, Inc.
ADDRESS: P.O. Box 644246
CITY: Pittsburgh
STATE: PA **ZIP:** 15264-4264

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: Hayley CFO **DATE:** 0 May 5, 2013

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to 2013 Environmental Engineering Services - Various Projects, Proposer Civil & Environmental Consultants, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

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

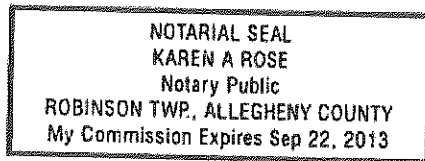
BY: *Karen A Rose* CFO
Proposer's Authorized Agent

2	5	-	1	5	9	9	5	6	5
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 28th day of January, 2013



Karen A Rose
Notary Public

PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: Kenneth R. Miller

Secretary: Gregory Quatchak

Treasurer: Harry J. Soose, Jr.

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

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

(c) Sole Proprietor

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

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

Insurer's Name Wells Fargo Insurance Services, USA, Inc.

Agent Michele Planitzer

Street Address Four Gateway Center, 444 Liberty Avenue, Sute 1500

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)


City, State, Zip Code Pittsburgh, PA 15222

Telephone Number 412-765-3510

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

Print Name of Company: Civil & Environmental Consultants, Inc.

Print Name and Title of Authorizing Signature: Harry J. Soose, Jr. CFO

Signature: 

Date: May 5, 2013

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.

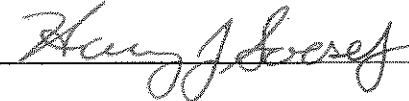
Company Name: Civil & Environmental Consultants, Inc.

Address: 333 Baldwin Road

City: Pittsburgh, PA Zip Code: 15205-9702

Telephone: (412) 429-2324 Fax Number: (412) 429-2114

E-mail Address: hsoose@cecinc.com

Authorized Company Signature: 

(Print)Name: Harry J. Soose, Jr. Title of Official: CFO

Date: May 5, 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.

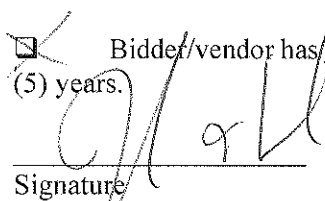
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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.


John Hock
 Signature Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

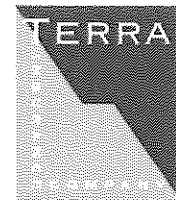
To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature Print Name

V. CERTIFICATE OF INSURANCE

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera CA 94925



TERRA RETENTION GROUP

CERTIFICATE OF INSURANCE

DATE

04/30/13

NAME AND ADDRESS OF INSURED

Civil & Environmental Consultants, Inc.
3041 Woodcreek Drive, Suite 210
Downers Grove, IL 60515-5417

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER

213127

EFFECTIVE DATE

01/01/13

EXPIRATION DATE

12/31/13

LIMITS OF LIABILITY

\$2,000,000 EACH CLAIM

\$2,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

Project 131-158: 2013 Environmental Engineering Services (Village of Downers Grove)
Environmental engineering services necessary to evaluate the subgrade soil.

CANCELLATION If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

CERTIFICATE HOLDER

Village of Downers Grove
Attn: Andy Sikich
5101 Walnut Avenue
Downers Grove, IL 60515

ISSUING COMPANY:
TERRA INSURANCE COMPANY
(A Risk Retention Group)

A handwritten signature in black ink, appearing to read "David C. Cook".

President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Commercial Lines - (412) 765-3510 Wells Fargo Insurance Services USA, Inc. Four Gateway Center, 444 Liberty Avenue, Suite 1500 Pittsburgh, PA 15222-1233	CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>National Union Fire Ins. Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER B :</td> <td>St. Paul Fire and Marine Insurance Company</td> <td>24767</td> </tr> <tr> <td>INSURER C :</td> <td>New Hampshire Insurance Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	National Union Fire Ins. Co. of Pittsburgh, PA	19445	INSURER B :	St. Paul Fire and Marine Insurance Company	24767	INSURER C :	New Hampshire Insurance Co.	23841	INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																						
INSURER E :																						
INSURER F :																						
INSURED Civil & Environmental Consultants, Inc. 333 Baldwin Road Pittsburgh, PA 15205																						

COVERAGES **CERTIFICATE NUMBER:** 6006109 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap \$1M Limit <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		GL9645195	04/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		CA4982990	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		ZUP14T2278A12NF	11/01/2012	04/01/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC018112390	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE:Project No. 131-158 - 2013 Environmental Engineering Services - Village of Downers Grove is included as Additional Insured on the general and automobile liability policies, but only as respects ongoing operations of the named insured. A 30 day notice of cancellation is provided to the named insured as required by written contract.

CERTIFICATE HOLDER Village of Downers Grove Attn: Andy Sikich 5101 Walnut Avenue Downers Grove, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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

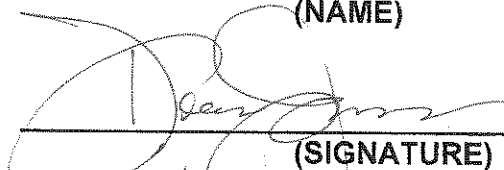
PROPOSAL/BID OPENING: MAY 3, 2013

ADDENDUM NO.: 1

PROPOSER/BIDDER: Civil & Environmental Consultants, Inc.

ADDRESS: 555 Butterfield Rd, Suite 300, Lombard IL

RECEIVED BY: Dean Jones
(NAME)


(SIGNATURE)

DATE: 4/30/2013