

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 1, 2014 AGENDA**

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

SYNOPSIS

A motion is requested to award a contract for watermain construction engineering services to ESI Consultants, Ltd of Naperville, Illinois in the amount of \$140,310.00 for watermain replacement projects.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY14 budget includes \$140,000 in the Water Fund for engineering services for these projects.

RECOMMENDATION

Approval on the April 8, 2014 consent agenda.

BACKGROUND

The Village's Community Investment Plan for 2014 includes an amount of \$4,350,000 for watermain replacements in various areas throughout the Village. The proposed contract with ESI Consultants, Ltd for construction engineering services will provide construction observation and resident engineering services during the construction of these projects. Construction is scheduled for summer 2014 for these projects.

The Village posted a request for qualifications for watermain construction engineering services. Staff pre-qualified five firms from twenty submitters. Four of the five firms submitted proposals for construction engineering services. Village staff recommends award of these contracts for professional services to ESI Consultants, Ltd based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee. ESI proposed the lowest fee while meeting the standards under which they were pre-qualified. ESI Consultants, Ltd has satisfactorily provided construction engineering services for local agencies and municipalities including DuPage County Public Works Department and the Village of Glendale Heights.

ATTACHMENTS:

Contract Forms
 Signature Page
 Campaign Disclosure Forms
 Capital Project Sheets WA-006
 Capital Project Sheets WA-019
 Capital Project Sheets WA-028



ORIGINAL

REQUEST FOR QUALIFICATIONS / PROPOSAL (Professional Services)

Name of Proposing Company: ESI Consultants, Ltd.

Project Name: Watermain Construction Engineering Services
Proposal No.: WA-028-14

Statement of Qualifications Due: Friday, January 24, 2014 @ 10:00 A.M. – Public Works
Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Friday, January 10, 2014

This document consists of 29 pages.

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

NATE HAWK
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5467
FAX: 630/434-5495
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Facility, 5101 Walnut Avenue, Downers Grove, IL 60515.

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

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

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

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

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional copies (one in electronic format) of the total proposal. Upon formal award of the proposal, this RFP document shall become the contract. The successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR QUALIFICATIONS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Statement of Qualifications (SOQ) documents up to **Friday, January 24, 2014 @ 10:00 A.M.**
- 1.2 SOQs must be received at the Village of Downers Grove by the time and date specified. SOQs received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 SOQs shall be sent to the Village of Downers Grove, ATTN: NATE HAWK, in a sealed envelope marked "SEALED SOQ". The envelope shall be marked with the name of the project, date, and time set for receipt of SOQs.

2. STATEMENT OF QUALIFICATIONS

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

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

II. REQUEST FOR PROPOSALS

1. GENERAL

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

2. PREPARATION OF PROPOSAL

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

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

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

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

4. RESERVED RIGHTS

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

III. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

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

2. USE OF VILLAGE'S NAME

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

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

4. NONDISCRIMINATION

- 4.1 Proposer shall, as a party to a public contract:
 - 4.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - 4.1.2 By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- 4.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

5. SEXUAL HARASSMENT POLICY

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

that:

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

6. EQUAL EMPLOYMENT OPPORTUNITY

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

- 6.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 6.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 6.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 6.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the

Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 6.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

7. DRUG FREE WORK PLACE

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

Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- 7.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 7.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

- 7.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 7.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 7.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PATRIOT ACT COMPLIANCE

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

9. INSURANCE REQUIREMENTS

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

Workers Compensation	\$500,000	Statutory
Employers Liability	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
Comprehensive General Liability	\$1,000,000	Each Occurrence

Village of Downers Grove

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

- 9.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.
- 9.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 9.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 9.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 9.6 Proposer and any Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers Grove, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 9.7 Proposer and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Proposer or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Proposer or Subcontractor,

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

- 9.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise the Proposer or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Proposer or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 9.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Proposer or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Proposer and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 9.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10. CAMPAIGN DISCLOSURE

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

ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

11. SUBLETTING OF CONTRACT

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

12. TERM OF CONTRACT

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

13. TERMINATION OF CONTRACT

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

14. BILLING & PAYMENT PROCEDURES

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

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

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

15. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

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

16. STANDARD OF CARE

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

17. GOVERNING LAW

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF CONTRACT BREACH

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

20. AMENDMENT

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

21. NOT TO EXCEED CONTRACT

- 21.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties in the same manner by which the original

contract was approved.

22. SEVERABILITY OF INVALID PROVISIONS

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

23. NOTICE

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

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

And to the Proposer as designated in the Contract Form.

24. COOPERATION WITH FOIA COMPLIANCE

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

IV. DETAIL SPECIFICATIONS

1. SCOPE OF SERVICES

1.1 General Scope of Services

Provide, to the satisfaction of the Village, qualified personnel to adequately perform the requirements stated herein. The Village is requesting proposals from qualified firms to provide a construction engineer to assist Village Staff with full-time observation of watermain construction projects during the 2014 construction season beginning in April and finishing at the end of October. The prospective construction engineer shall have specific expertise in watermain installation procedures and construction observation.

- A. The construction engineer will act as the on-site representative of the Village in order to help ensure that the project is completed according to the contract documents within the currently approved project budget and schedule.
- B. The construction engineer will be responsible for familiarizing themselves with the plans and specifications for the Village's watermain installation/lining projects for 2014.
- C. The construction engineer shall document construction activities, observe construction, coordinate appropriate testing and inspection with the Village's testing consultant, and notify/confer with the Village's Project Manager should any issues arise during construction.

1.2 Pre-construction Services

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

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

1.3 Construction Services

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

Village of Downers Grove

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

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

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

throughout the construction process in a Project Diary.

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

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

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

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

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

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

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

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

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

1.4 Post Construction/Project Close-out Services

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

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

2. PROPOSAL

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

2.2 Quantity and Format

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

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

The Proposal shall be succinct, and directly relevant to this project. Maximum number of

pages for Firm generated proposal information shall be approximately 20 single sided or 10 double sided. Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project (listed in the SOQ) should be included.

2.3 Deadline and Proposal Disposition

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

2.4 Fees

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

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

2.5 Firm Selection

Firm Selection will be based on the following:

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

2.6 Pre-Proposal Field Review

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

3. PROJECT DELIVERABLES

3.1 General

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

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

3.2 Format and Quantity

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

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

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

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

3.2 Digital Photo Documentation

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

3.3 Final turnover of Construction Engineer's Documents

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

4. CONTACTS

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

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

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

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

**PROPOSAL FOR
THE VILLAGE OF DOWNERS GROVE
WATERMAIN CONSTRUCTION ENGINEERING SERVICES
WA-028-14**

SECTION 1: COVER LETTER

SECTION 2: PROJECT UNDERSTANDING AND APPROACH

SECTION 3: PROJECT ORGANIZATIONAL CHART

SECTION 4: PROPOSED PROJECT SCHEDULE

SECTION 5: PROPOSED OVERALL NOT-TO-EXCEED FEE PROPOSAL

SECTION 1: COVER LETTER

WATERMAIN CONSTRUCTION ENGINEERING SERVICES
VILLAGE OF DOWNERS GROVE

ESI
ESI CONSULTANTS, LTD
Excellence, Service, Integrity



Mr. Nate Hawk
Village of Downers Grove
5101 Walnut Ave
Downers Grove, IL 60515

February 21, 2014

Re: Request for Proposal
Watermain Construction Engineering Services – WA-028.14

Dear Mr. Hawk:

ESI Consultants, Ltd. (ESI) is pleased to present our detailed proposal to the Village of Downers Grove to provide Construction Engineering Services for the 2014 watermain construction projects. We were delighted to meet with you and other Village staff to discuss your expectations for these important infrastructure improvements and are enthusiastic about the opportunity to work with the Village. We respectfully submit the enclosed response to the Village's Request for Proposals that includes the RFQ/RFP document and required forms, our Understanding and Approach to the projects, information regarding our proposed staff including the requested alternate construction engineer, the anticipated project schedule and Not to Exceed cost proposals for utilizing each of the different staff. Our enclosed documents demonstrate our staff's and firm's excellent qualifications and experience on recent similar projects to provide these services to the Village and the citizens of Downers Grove.

We have highlighted our Team's qualifications as a firm and as individual professionals to deliver this project for the Village. The Village will benefit by selecting the ESI team because:

1. We have completed numerous successful similar watermain projects for nearby communities including Glendale Heights, Long Grove, Evanston, Elizabeth and Chicago among others.
2. Our proposed construction engineers, Brandt Zentner and Kent Williams have both provided high quality watermain construction engineering services on a recent residential projects for Glendale Heights and the Village of Elizabeth including top communication skills to interact with residents to resolve issues during construction.
3. Our proven experience compliments our thorough understanding of the elements involved in watermain construction including trenching and backfill requirements, leak testing and chlorinization, utility crossings and coordination, pavement restoration and documentation.
4. Our Staff is available and committed to meet the Village's timeline for completing this project.

We emphasize our staff because, after all, the consulting firm that you select is no better than the people that perform the work. Our goal is to handle all issues directly on site so that the only feedback the Village receives is compliments on a successful project.

We are excited about the opportunity to assist the Village in managing the construction of these projects. We have enclosed one original, one duplicate, and an electric copy of our complete Proposal. If you have any questions or comments, please feel free to call us at our Naperville office at (630) 420-1700 or by e-mail at khayes@esiltd.com.

Sincerely,
ESI CONSULTANTS, LTD.

Kevin P. Hayes, P.E., A.I.A.
Vice President

SECTION 2: PROJECT UNDERSTANDING / APPROACH

Project Understanding /
Approach

WATERMAIN CONSTRUCTION ENGINEERING SERVICES
VILLAGE OF DOWNERS GROVE



UNDERSTANDING AND APPROACH

ESI Consultants, Ltd should be selected to provide Watermain Construction Engineering Services for the Village of Downers Grove for the 2014 construction year for several key reasons:

- **Exceptional Project Team**
- **Proven Success on Watermain Projects**
- **Thorough Understanding of Key Issues**

PROJECT UNDERSTANDING

The Village of Downers Grove's on-going infrastructure maintenance program provides the Village with the ability to replace outdated and undersized facilities on an on-going basis. The watermain replacement program for 2014 will afford residents in two more subdivisions within the Village to have new, reliable water service for years to come while virtually eliminating main leakage and break problems in these neighborhoods. The Village seeks experienced construction engineering professionals to assist their staff with managing the field observation and documentation work for these projects, along with providing a visible on-site presence that can communicate with the residents on a day to day basis to resolve issues right there in the field.



While the plans are not yet available, the Village is anticipating multiple projects that would replace approximately 4000 feet of watermain on each project with street and parkway restoration. New water services would be provided for all residents with new individual shut off valves in the parkway. All appurtenant equipment would also be installed with the new mains including valves, hydrants, fittings, thrust blocks and sleeved or protected utility crossings. Installation will be by open cut method so trench safety and well compacted backfill are key construction components. One of the projects will have a separate restoration contract that follows closely behind that will resurface the entire street and restore the parkways. This work will be included on the other contracts.

The construction engineer will serve as the Village's on-site representative in order to help ensure that the project is completed according to the contract documents, within project budget and on schedule. This includes day to day observation of the work for compliance, documentation of the work including measurements and computations of quantities and materials used, layout and staking when not provided by the contractor, review of contractor RFIs and pay requests, consultation with and recommendations to Village staff for proposed changes and most importantly, coordination of communications with residents, the contractor, the Village's materials testing consultant, other Village Departments and staff, utility companies and emergency response staff. The selected consultant will also assist with preconstruction preparations including plan and shop drawing reviews, coordination meetings, and project file setup as well as post construction and close out activities including overseeing punchlist work, preparation of final records and review of contractor prepared as-built plans.

PROJECT APPROACH

Exceptional Project Team

The success of any project begins with having quality people in the field. Our proposed personnel have proven recent success with similar urban utility construction projects that included watermain and service installations and most importantly, daily communications with the affected residents. ***Our goal is to handle all issues directly on site*** so that the only feedback the Village receives is compliments on a successful project.

Brandt Zentner is ESI's proposed Construction Engineer who will serve as the Village's representative in charge of the day-to-day management of the field observation of the contractor's work. Brandt has over 15 years of experience in the field including serving as a Resident Engineer on the just completed Nelson's Highview Water Main Improvement in Glendale Heights that included ***2200 feet of directionally bored and 4500 feet of open cut watermain in a residential subdivision***. He has also served in this capacity on the Checker Road/Schaffer Road watermain and sewer

UNDERSTANDING AND APPROACH

improvement in Long Grove. Our proposed alternate engineer, Kent Williams also has recent experience with watermain installation having led the **replacement of 2000 feet of 8" watermain and an extension of 6" watermain** in a residential and commercial neighborhood in Elizabeth, IL. He also provided field inspection and coordination for the installation of watermain on the Sheridan Road project in a residential area of Evanston. These recent successful projects give both Brandt and Kent the technical experience to deal with nearly identical issues and conditions that these watermain projects will encounter and the **day-to-day communication skills necessary to interact with the affected residents** in resolving construction related issues before they turn into problems.

Kevin Hayes, P.E., A.I.A., our assigned Project Manager, has over 30 years of experience in design and construction and has been involved with numerous residential utility construction projects including ESI's recently completed and highly successful Nelson's Highview Watermain Improvement in nearby Glendale Heights where **new watermain was installed to service 75 homes**. Kevin successfully manages projects by providing technical guidance when necessary and, more importantly, manages the CM team's resources by providing the right staff while keeping a keen eye on the engineering schedule and budget.

Proven Success on Watermain Projects

Perhaps the most critical part of construction is the ability to communicate on a daily basis with those most affected by the construction. Our team's ability to listen to the residents and business owners' concerns and provide prompt action is vital in completing the project. Brandt Zentner and Kent Williams have proven success on recent similar projects in nearby communities where we helped residents and businesses minimize and mitigate the impacts of construction on their normal routines and addressed issues before they even reached the Village staff including:

- **Nelson's Highview Watermain Improvement, Glendale Heights, Illinois** – DuPage Public Works project involved installation of new watermain and service boxes to over 75 homes. Extensive coordination was required with the residents for grading of drainage ditches and repair of driveways. **Brandt provided daily communication with residents to address driveway access, dust and backfill issues. All issues were addressed in the field with ZERO complaints to DuPage County Public Works.**
- **Checker Road/Schaeffer Road Sewer and Roadway Improvements, Long Grove** – Project included new watermain within a highly sensitive residential neighborhood. Required extensive coordination with residents on a daily basis which included newsletters, flyers, web updates community meetings, and one-on-one meetings throughout the construction phase. **Brandt provided extensive coordination with residents to ensure access and protect sensitive wetlands by being proactive with daily erosion maintenance inspections. This included documenting existing conditions prior to construction to monitor impacts on properties, meeting directly with residents on a highly intensive project that disrupted services and access, meeting with utilities and following up for repairs, handing out flyers to notify residents of construction activities and changes and updating project website information for communications.**
- **Sheridan Road Watermain & Sewer Construction and Resurfacing, Evanston Illinois.** – Project included new watermain along a busy arterial street in residential and commercial neighborhood. **Kent and ESI Staff provided extensive daily public involvement to keep local residents informed of progress and critical water shut downs during switchovers to the new mains.**
- **CDAP Watermain Replacement, Elizabeth, Illinois** - The project included approximately 2000 feet of 8" replacement water main and extension of a 6" water main in a residential neighborhood. **Kent provided all coordination between the Village and residents for service switches, driveway access, parking and restoration.**



UNDERSTANDING AND APPROACH

Thorough Understanding of Key Project Issues

Daily Communication with Local Residents

Since these project will directly affect residents, daily communication will be essential. Traffic and pedestrian safety, driveway access, dust control, material storage, construction staging as well as noise levels, will be critical items for the residents during construction. First and foremost is for the Construction Engineer to be a visible presence on the project. If residents see that there is someone in charge on the project, they are more likely to bring issues directly to him and the Construction Engineer can then deal with these issues immediately before they become project disruptions. **Brandt went door to door and spoke to every effected resident on the Nelson's Highview Watermain project at the beginning of the job to introduce himself and let them know he would be there daily. As the work progressed, he continued direct communication to keep them abreast of operations that would affect them such as water shut offs and temporary driveway access issues.** Most of these issues he dealt with concerned access, drainage or site cleanliness. We will assist the Village with developing and distributing informational flyers and weekly/bi-weekly or monthly newsletters about the project and planned shut downs for water main work. Each resident will be coordinated with individually for notification of work across their driveways and switching of their water services and we will work with residents to accommodate any special access and parking during the paving operations.



Special Watermain Construction

Most aspects of watermain construction are fairly straight forward however installation requires an experienced contractor that understands how to sequence the work, knows when and how to make alignment adjustments when obstructions are encountered and can get the work done quickly and accurately. Close attention needs to be given to pipe connections to eliminate leaking joints and avoid pipe damage. **Brandt was able to identify several areas on the Nelson's Highview project that needed additional treatment before backfilling and restoration and before problems could occur.**

Erosion, Dust and Mud Control

The extensive excavation necessary for the installation of the new utilities, grading, pavement, curb and gutter, and driveway and sidewalk replacements requires diligent attention to dust mitigation and erosion and sediment control measures by the contractor. Daily inspection of sediment protection items, cleaning of mud and dust and prompt reporting of issues to the contractor for repair by the engineering staff, especially after heavy rains when the contractor is not on site, will assure proper function of the drainage system and prevent tracking of mud and sediment to other parts of the neighborhood. **Brandt is a Certified Erosion and Sediment Control Inspector (CPESC) and is familiar with EPA inspection requirements as they pertain to erosion and dust control.** His efforts to preserve the adjacent sensitive wetlands were particularly successful on the Checker Road/Schaeffer Road Sewer and Roadway Construction project in Long Grove. **During our recent construction projects both Brandt and Kent were diligent in assuring that the contractor kept up with sweeping to avoid dust and mud issues.**

Backfill, Compaction and Restoration

A welcome infrastructure improvement can turn sour quickly if roadway patches begin to sink shortly after being placed. The construction engineer needs to maintain diligence in observing that proper compaction is being performed by the contractor. The engineers need to monitor the contractor's QC testing and coordinate unannounced QA verification testing to make the contractors aware of the importance of this operation. Likewise, the engineer needs to review lawn operations carefully to ensure resident's satisfaction with the repairs including resetting of mailboxes and decorative timbers.

Accurate and Complete Documentation

Both Brandt and Kent understand the importance of accurate and complete documentation. They realize the need to keep documentation current on a daily basis to enable the project to be closed out quickly in the end. The ESI Staff is well trained in documentation procedures and in putting together and keeping complete project files from correspondence, to materials inspection and tickets and submittals. All of our staff has current documentation certifications and are trained on the ICORS system for further ease of providing accurate quantities and documents.

SECTION 3: PROJECT ORGANIZATIONAL CHART

Project
Organizational Chart

WATERMAIN CONSTRUCTION ENGINEERING SERVICES
VILLAGE OF DOWNERS GROVE

ESI
ESI CONSULTANTS, LTD
Excellence, Service, Integrity

Watermain Engineering Services



Principal/ Project Manager
Kevin Hayes, P.E.

Construction Engineers
Brandt Zentner
Kent Williams

Mr. Zentner is a Civil Engineer with over 15 years of experience involving construction management, water resources engineering project analysis, design, & land development. He has extensive experience and knowledge in performing the following hydrologic and hydraulic engineering tasks: land use characterization, floodplain/floodway delineation, compensatory storage determination, steady state analysis, unsteady flow sewer analysis, combined sewer outflow characterization, and water quality monitoring. He also has a substantial amount of experience in land development, construction management & observation, and documentation for residential developments & roadway projects.

EDUCATION:

University of Illinois at Urbana-Champaign
Bachelor of Science, Civil Engineering
Primary concentration in Environmental Engineering
and secondary in Hydrosystems Engineering

CERTIFICATIONS:

Certified Professional in Erosion and Sediment Control, Certification Number 4508
Certified Floodplain Manager, Certificate Number IL-04-00147
Designated Erosion Control Inspector, (Lake County), May 4, 2009
APWA Certified Public Infrastructure Inspector - 2010

PROFESSIONAL ASSOCIATIONS:

Illinois Association for Floodplain and Stormwater Management (IAFSM) (March 2004)
Association of State Floodplain Managers (ASFPM) (March 2004)

SELECTED CONTINUING EDUCATION:

IDOT: Documentation of Contract Quantities
IRTBA: Materials Inspection for Resident Engineers
IAFSM:

- Floodplain Management and Letters of Map Revision
- Stormwater Utilities in Illinois
- Same Problem-Different Solutions-Working Across Disciplines to Solve Floodplain and Stormwater Problems
- Stormwater Regulations, Best Management Practices, Dams

EROTEX:

- Polymers and Sediment Control
- Ground Control

ASFPM:

- Hydraulic Reports for IDOT Bridges over Water Crossings Seminar

ASCE Environmental Engineering & Water Resources Group:

- Basic HEC-RAS Seminar

NELSON'S HIGHVIEW WATER MAIN IMPROVEMENTS, GLENDALE HEIGHTS, DUPAGE COUNTY, IL – Resident Engineer for construction phase services for the installation of new water mains and house services in the Nelson's Highview subdivision. The project involved installation of approximately 8,000 feet of 6", 8" and 10" mains in a connecting loop with a complete valve system, new fire hydrants and service connections to approximately 70 homes and businesses. The work involved both directional drilling and open cut installations. The project also involved the removal and replacement of drainage culverts, driveway aprons and street patching. Services included, but limited to full-time inspection and observation of all contractors' operations, address the needs of the surrounding residents, inspection and documentation of all traffic control, document daily work production, prepare contractor's pay estimates and change orders and final documentation in ICORS.

CHECKER ROAD AND SCHAEFFER ROAD UTILITY AND ROADWAY IMPROVEMENTS, LONG GROVE, ILLINOIS – Resident Engineer for approximately 2.5 mile long project which included new sewer, watermain and roadway reconstruction and the addition of approximately 1 mile of new multi-use trail and path system. This highly sensitive project runs along environmentally sensitive forest preserve lands and through residential areas significantly impacting residents. Community Involvement elements included weekly newsletter updates and website posting along with emails to homeowners associations. Key technical issues included the construction of a new lift station adjacent to high quality wetlands. The project also included both open trenching and micro-tunneling for the installation of the new sewer (both gravity and force main). Traffic control and protection was a critical element to the residents. The trail / path connects residents to the regional Lake County Forest Preserve system and eventually ties into the Village-wide path system. The location of the off-site sanitary sewer was altered to minimize impacts to forest preserve property, mapped

wetlands, and floodplain. It also included the evaluation of a recapture agreement for the sewer and potential adjacent property owners that may chose to connect to the new sewer line.

SUNSET GROVES DEVELOPMENT, LONG GROVE, ILLINOIS – Resident Engineer for this project which included review and oversight of a commercial development near the intersection of IL Route 83 and Aptakisic Road. Services provided include soil erosion and sediment control inspections, oversight and inspection of storm sewer installation, water main installation, sanitary sewer force main installation and sanitary sewer installation and testing. Other services include documentation of construction progress for review and approval of Letter of Credit reductions.

NAPERVILLE ROAD / WARRENVILLE ROAD DETENTION RETROFIT, DUPAGE COUNTY, ILLINOIS - Resident Engineer for DuPage County Department of Transportation Project, where construction engineering services were provided for the removal, replacement and extension of storm sewer pipe and outfall structures, modifications to existing on-line detention facility banks to provide additional compensatory storage and detention storage volume within floodway and floodplain boundaries. Work included daily dewatering of the basins to specified elevations, regrading side slopes, modifying overflow weirs and outfall flared end sections, installation of rip-rip and other erosion control measures, installation of 2,100 square-feet of retaining wall, stabilizing side slopes with special topsoil filled angular stone mixture, wetland plantings and native vegetation. This project was locally and federally funded. Services included, but limited to providing field survey, full-time inspection and observation of all contractors' operations, address the needs the of the surrounding businesses, inspection and documentation of all traffic control, document daily work production, prepare contractor's pay estimates and change orders, prepare final documentation and record drawings and prepare necessary IDOT forms for MFT funds.

IDOT PUMPHOUSE #27 REHABILITATION, CHICAGO, IL - Field Engineer. ESI Consultants provided Construction Engineering services as a subconsultant for a complete rehabilitation of an 8 – 30,000 GMP pumping facility adjacent to the Bishop Ford Expressway in Chicago. The entire electrical and mechanical systems were removed and replaced including all new pumps. The electrical systems rehabilitation consisted of new switchgear, motor control center, motor starters, SCADA panel, CT Cabinets, transformers, power panels and communication systems. The upgraded system is rated Class 1 for safety & protection. New mechanical systems included duct work, exhaust and supply fans, slide gates, knife gates and heating and cooling systems and installation of a 36" recirculation line. The 8 new pumps are each 30,000 GPM capacity increasing the discharge capacity from 36" to 48". Upgrades were also made to the building structure and the facility site. ESI provide construction inspection for compliance to plans and shop drawings; field measurements, testing and daily documentation of all work in accordance with IDOT requirements. All work was required to be completed while the facility remained fully functional to prevent flooding of the expressway.

ROBERT PARKER COFFIN BRIDGE IMPROVEMENTS, LONG GROVE, ILLINOIS - This project included the installation of a drainage system, structural bridge adjustments, and the replacement of the bridge approaches with a brick paver consistent with the approved Long Grove Streetscape Standards. Worked on the design of this project located over Buffalo Creek and included floodplain/floodway design concerns and incorporated aspects of the downtown drainage study.

I-88 RECONSTRUCTION AND ADD LANE, ROUTE 56 TO ORCHARD ROAD, AURORA, ILLINOIS – Senior Field Engineer for complete reconstruction and widening from the existing 4 lane section to a six lane section. Project includes reconstruction of the drainage system, construction of median barrier wall, warm mix asphalt shoulders, two lift "black rock" concrete pavement for the mainline and Route 56 Ramp lanes, new lighting, signing and pavement striping. The work will be completed in stages maintaining two open lanes in each direction at all times. The work also includes the rehabilitation of the Deerpath Road cross bridge including substructure repairs, removal and replacement of the parapets, bridge deck patching and a latex concrete overlay. The bridgework is to be completed within 40 days with a full closure.

Mr. Williams has over 8 years of experience in construction management, land development, and materials. He has worked on a variety of projects related to these areas. Land development projects included managing construction for tree removal, mass earthwork, and underground utilities. As a materials technician, responsibilities included team leader for materials lab testing aggregate, soils, and concrete.

EDUCATION:

Illinois State University, Normal, Illinois
Bachelor of Science, Industrial Technology

SELECTED CONTINUING EDUCATION:

IDOT Documentation of Contract Quantities
Electronic RE Visual Training

IDOT Mixture Aggregate Technician
IDOT Portland Cement/Concrete Level II Technician
IDOT Hot Mix Asphalt Level II Technician
IDOT Nuclear Density Certified
IDOT HAZMAT Certified
SEAOI Safety Inspection of In-Service Bridges
APWA Certified Public Infrastructure Inspector

SELECTED PROJECT INVOLVEMENT

SHERIDAN ROAD RESURFACING & SEWER / WATER MAIN IMPROVEMENTS, EVANSTON, IL - Assistant RE on the Construction Services for HMA Resurfacing of Sheridan Road for approximately 1/2 mile from South Boulevard to Main Street in Evanston. The improvements completed in four stages included the installation of relief sewer, water main replacement, pavement patching, HMA resurfacing, removal and replacement of curb and gutter, sidewalk/driveway pavement and thermoplastic pavement markings. The project was federally funded which added federal compliance procedures to the process.

CDAP WATER MAIN REPLACEMENT PROJECT, ELIZABETH, IL - The project consisted of the design, permitting and construction of approximately 2000 lineal feet of 8 inch PVC water main in a residential area. The project included the replacement of a 6" water main with an 8" water main along Sycamore and Locust Streets and the replacement and extension of a 6" water main from Main Street to Ash Street along Myrtle Street. Coordination with local residents was critical during the construction phase.

WELL NO. 4 REHABILITATION, LANARK, IL - The project included the permitting and construction services associated with the rehabilitation of a municipal well and the replacement of 60 lineal feet of water main to increase the size. Improvements to the well included removing the carrier pipe, televising the casing and visually inspecting for defects, sandblasting the carrier pipe to determine the condition of it, recoating the pipe that could be reused, lowering the pump elevation from 360' to 400', increasing the pump capacity from 350 gpm to 650 gpm, installing a new control panel and increasing the secondary electrical service.

LAKE STREET RESURFACING, EVANSTON, IL - Served as Assistant RE on the HMA Resurfacing of Lake Street for approximately 1.25 miles from McDaniel Avenue to Elmwood Avenue in Evanston. The improvement includes the reconstruction and adjustments of several utility structures, removal and replacement of curb and gutter, driveway pavement, sidewalk and ADA ramps, and thermoplastic pavement markings.

HAWTHORN LANE RECONSTRUCTION, WEST CHICAGO, IL - Field Inspector for Construction Engineering services for this \$10 million roadway reconstruction STP project. The project included approximately 2 miles of Hawthorne Lane from Arbor Avenue to Powis Road. Utility relocations were performed. The improvements included traffic signals, temporary pavement, bituminous binder and surface course, sidewalk, multi-purpose trail, street lighting, curb and gutter, landscaped parkway, water main and storm sewer.

ST. LOUIS AVENUE CONSTRUCTION, CHICAGO, ILLINOIS - Assistant Resident Engineer for the construction of approximately 900 feet of new street on St. Louis Avenue from 51st Street to the North. The improvement included the construction of new curb and gutter, drainage structures and storm sewer and concrete base course with and asphalt overlay. The work also included sidewalks with curb ramps meeting the City's strict ADA requirements, street lighting, landscaping and Streetscape elements. The

project required coordination with the Department of Water Management for the installation of a new 12 inch water main and with the construction of the adjacent new UNO High School. The work was performed on an expedited schedule to meet the opening of the new school.

PASADENA DRIVE STORMWATER SEWER BYPASS, KANE COUNTY, ILLINOIS - Resident Engineer. The Pasadena Drive community is a single family residential subdivision in unincorporated Montgomery located north of Baseline Road. As this area was frequently flooded by the passing of stormwater runoff through the area, the County assisted the residents via a Cost-Share program using a CDB grant. Approximately 3,250 lineal feet of 30" and 36" RCP was constructed. In addition, an existing 12" drain pipe through the subdivision was removed so the new pipe could be constructed. Service laterals to some of the dwellings were replaced and backflow preventers were installed on some of the laterals/sump lines. ESI was retained to provide services during construction.

127TH STREET FROM SMITH ROAD TO STATE STREET, LEMONT, ILLINOIS – Field Inspector for Construction Engineering services for reconstruction of the two lane pavement of 127th Street. The services provided consist of the monitoring of Contractors' operations and work in progress to ensure contract compliance, maintaining a daily diary, measurements and computations of all pay items, preparation of change orders, payment estimates, records, reports, and papers for project closeout and any other required project documentation.

CITY OF CHICAGO WPA STREET RECONSTRUCTION, CHICAGO DEPARTMENT OF TRANSPORTATION, – 2009 SCATTERED SITES – 4 LOCATIONS IN VARIOUS WARDS

Assistant RE for half mile of full street reconstruction of existing WPA residential streets without curb and gutter, catch basins and ADA compliant ramps. The proposed improvements generally include excavation, storm sewer, concrete base course, curb & gutter, hot-mix binder and surface courses, ADA ramps, concrete driveways and alleys, pavement markings, signs, and parkway restoration.

CITY OF CHICAGO WPA STREET RECONSTRUCTION, CHICAGO DEPARTMENT OF TRANSPORTATION, 2008 SCATTERED SITES – 4 LOCATIONS IN VARIOUS WARDS

Assistant RE for half mile of full street reconstruction of existing WPA residential streets without curb and gutter, catch basins and ADA compliant ramps. The proposed improvements generally include excavation, storm sewer, concrete base course, curb & gutter, hot-mix binder and surface courses, ADA ramps, concrete driveways and alleys, pavement markings, signs, and parkway restoration.

CITY OF CHICAGO BRIDGE AND VIADUCT PAINTING, 2010 - 2012, CHICAGO, ILLINOIS - Resident Engineer for the surface preparation and painting of Eighteen bridges throughout Chicago. The improvements were federally funded and included surface preparation of existing bridge steel, including partial and full removal of paint, and the application of a urethane paint system to all steel on these bridges. Coordination was required with CDOT, IDOT, OMEC, and local businesses for traffic control and detours. Duties included full time inspection, preparation of all project documentation, including daily reports, pay estimates, change orders and close-out documentation.

JACKSON DRIVE OVER METRA & ICRR, CHICAGO, ILLINOIS – Assistant RE on the Jackson Drive Viaduct which is a three span steel beam structure on reinforced concrete piers and vaulted abutments. The structure was in poor condition and the following improvements were provided: removal and replacement of viaduct superstructure and bearings, install new foundations, and replace street lighting. Project required coordination with adjacent property owners, railroad, and Chicago Park District. Construction engineering services were provided.

MANHOLE REHABILITATION PROJECT, EFFINGHAM, IL – Field Inspector for this project which includes a Sanitary Sewer Evaluation Survey (SSES), design, and rehabilitation of roughly 200 sanitary manholes located within the City of Effingham. Engineering services included the field inspection and analysis of many 100 year old sanitary manholes, design of appropriate rehabilitation techniques that included (manhole replacement, manhole lining, and other manhole rehabilitations), and construction phase services.

Mr. Hayes has over 31 years of experience on transportation design and construction projects. His experience on civil design and construction engineering projects include work on bridges, retaining walls, roadways, drainage, lighting, traffic signals and transit facilities.

EDUCATION:

University of Wisconsin-Milwaukee, Milwaukee, WI
Bachelor of Science, Architecture

REGISTRATION:

Professional Engineer – Wisconsin #34091-06
Licensed Architect – Illinois #001-016335

SELECTED CONTINUING EDUCATION:

IDOT: Construction Claims
IDOT: Construction Inspection and Materials;
Construction Law and Claims Mitigation

PROFESSIONAL ASSOCIATIONS:

American Institute of Architects
Association of Licensed Architects
Illinois Road Builders Association

- P & D Board – Chairman 2009 - 2011
- IDOT /AGC Joint Co-op

American Consulting Engineers Council of Illinois

- Illinois Tollway Liaison Committee

Illinois Chamber of Commerce

- Infrastructure Committee

NELSON’S HIGHVIEW WATER MAIN IMPROVEMENTS, GLENDALE HEIGHTS, DUPAGE COUNTY, IL – Construction Manager. ESI Consultants, Ltd. was contracted by DuPage County Public Works Department to provide construction phase services for the installation of new water mains and house services in the Nelson’s Highview subdivision. The project involved installation of approximately 8,000 feet of 6”, 8” and 10” mains in a connecting loop with a complete valve system, new fire hydrants and service connections to approximately 70 homes and businesses. The project also involved the removal and replacement of drainage culverts, driveway aprons and street patching. ESI conducted a comprehensive constructability review of the plans prior to bidding.

ST. LOUIS AVENUE CONSTRUCTION, CHICAGO DEPARTMENT OF TRANSPORTATION – Project Manager for the construction of approximately 900 feet of new street on St. Louis Avenue from 51st Street to the North. The improvement included the construction of new curb and gutter, drainage structures and storm sewer and concrete base course with and asphalt overlay. The work also included sidewalks with curb ramps meeting the City’s strict ADA requirements, street lighting, landscaping and Streetscape elements. The project required coordination with the Department of Water Management for the installation of a new 12 inch water main and with the construction of the adjacent new UNO High School. The work was performed on an expedited schedule to meet the opening of the new school.

US 20 (LAKE STREET) AT YORK ROAD – Subconsultant Project Manager for the realignment and reconstruction of the Lake Street at York Road intersection. The project also includes the reconfiguration of the entrance and exit ramps at I-290. Project includes earthwork, paving, drainage, watermain, installation of lighting and traffic signals and landscaping. Specific duties include inspection of contractors work for compliance to plans and specifications, daily documentation of quantities in accordance with IDOT procedures, verification of contractor’s layout and review of materials incorporated into the work.

2010-2012 CITY OF CHICAGO WPA STREETS PROGRAM, CHICAGO DEPARTMENT OF TRANSPORTATION – Principal-In-Charge/Project Manager. Responsible for oversight of construction management staff, project schedules, and budgets for multiple projects. The proposed improvements generally include excavation, storm sewer, watermain replacement, concrete base course, curb & gutter, hot-mix binder and surface courses, ADA ramps, concrete driveways and alleys, pavement markings, signs, and parkway restoration for residential or minor arterial streets.

US ROUTE 20 PATCHING AND RESURFACING, ELIZABETH, IL, IDOT DISTRICT 2 – Consultant Construction Manager for pavement patching, resurfacing and striping of two miles of US Route 20 through the City of Elizabeth. Project includes patching of the existing two lane roadway with HMA patches, milling of the existing bituminous surface and resurfacing with HMA Surface course. The

project also includes repairs and resurfacing of the existing shoulders and parking lanes and new pavement markings. Responsibilities include field observation of the work for compliance to the specifications, daily documentation of quantities, yield checks and project closeout.

2008 - 2009 CITY OF CHICAGO STREETScape PROGRAM, CHICAGO DEPARTMENT OF TRANSPORTATION - Principal-In-Charge/Project Manager. Responsible for oversight of construction management staff, project schedules, and budgets. The City of Chicago Streetscape Program consists of multiple projects ranging in size from \$500 K to \$15.0 Million. Projects include removal and replacement of sidewalks and curb & gutter; construction of planters, tree pits and grates, decorative pavers, irrigation systems, roadway lighting and architectural street enhancements. Project features include ADA compliant corner ramps and decorative upgrades including sidewalk and curb ramps, utility relocations, street level paving and drainage, watermain relocations, ornamental street lighting, planting of trees, shrubs, plants and miscellaneous landscaping, and installation of street furniture such as bike racks, benches, waste receptacles and cultural pylons. Several projects featured sustainable elements such as permeable pavers, energy efficient lighting upgrades and bio swales for storm water collection and dissipation.

RIDGELAND AVENUE RESURFACING, VILLAGE OF OAK PARK, ILLINOIS - Project Manager. Responsible for design and construction phase services for resurfacing of 3 miles of urban Arterial Street. Project included design and construction phase engineering services for the widening and resurfacing of Ridgeland Avenue including new curb & gutter, sidewalks, landscaping, pavement striping and lighting. The project also included the modernization of traffic signals at nine intersections. Ridgeland Avenue is a collector roadway that runs north and south through the Village of Oak Park, IL from the southern corporate limit at Roosevelt Road (FAP 567) to the northern corporate limit at North Avenue (FAP 17).

IL-394 AT EXCHANGE STREET INTERSECTION IMPROVEMENT, WILL COUNTY, ILLINOIS - Project Manager for the widening and add lane construction for a busy intersection in Will County. Project included addition of a continuous flow right turn lane on Exchange Avenue and a 1400 foot acceleration lane on IL-394 including rehabilitation of the traffic signals. Details include embankment for the widening, full depth bituminous pavement and shoulders, grading and drainage, temporary and permanent lighting and traffic signals, landscaping and striping. Specific duties include inspection of contractors work for compliance to plans and specifications, daily documentation of quantities in accordance with Will County and IDOT procedures, verification of contractor's layout and review of materials incorporated into the work.

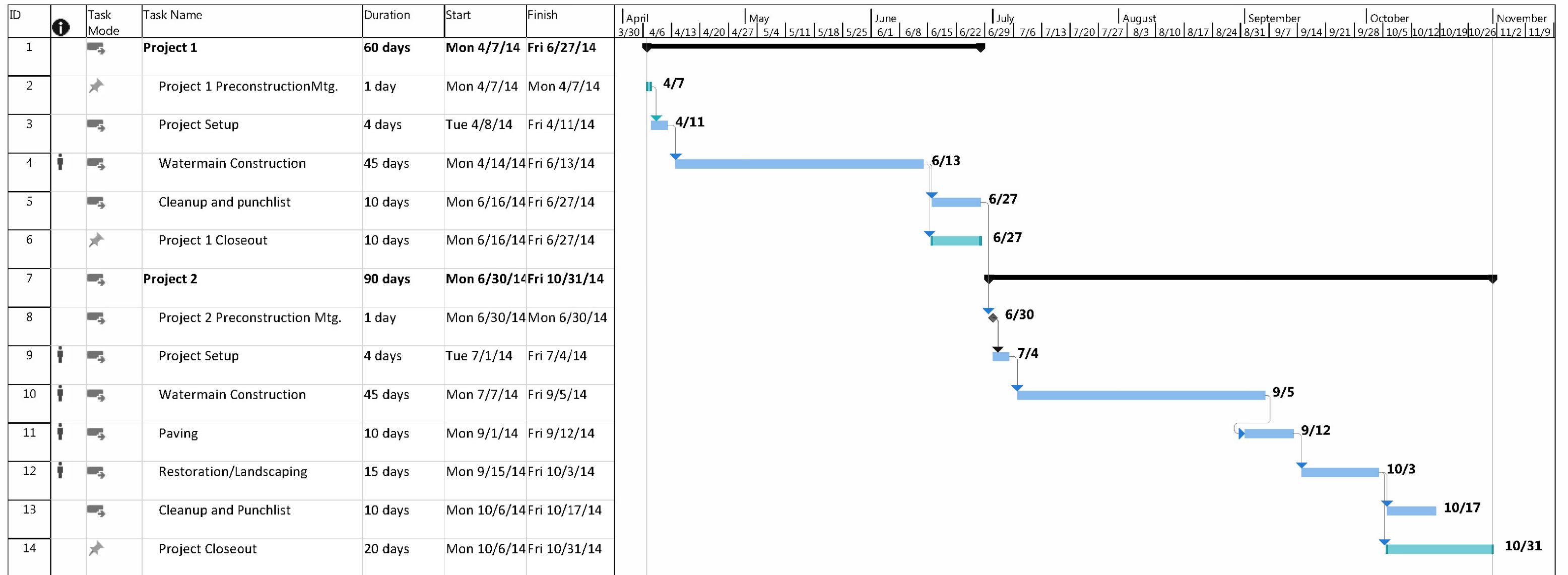
IDOT PUMPHOUSE #27 REHABILITATION, CHICAGO, IL - Project Manager. ESI Consultants provided Construction Engineering services as a sub-consultant for a complete rehabilitation of an 8 – 30,000 GMP pumping facility adjacent to the Bishop Ford Expressway in Chicago. The entire electrical and mechanical systems were removed and replaced including all new pumps. The electrical systems rehabilitation consisted of new switchgear, motor control center, motor starters, SCADA panel, CT Cabinets, transformers, power panels and communication systems. The upgraded system is rated Class 1 for safety & protection. New mechanical systems included duct work, exhaust and supply fans, slide gates, knife gates and heating and cooling systems and installation of a 36" recirculation line. The 8 new pumps are each 30,000 GPM capacity increasing the discharge capacity from 36" to 48". Upgrades were also made to the building structure and the facility site. ESI provide construction inspection for compliance to plans and shop drawings; field measurements, testing and daily documentation of all work in accordance with IDOT requirements. All work was required to be completed while the facility remained fully functional to prevent flooding of the expressway.

SECTION 4: PROPOSED PROJECT SCHEDULE

Proposed
Project Schedule

WATERMAIN CONSTRUCTION ENGINEERING SERVICES
VILLAGE OF DOWNERS GROVE

ESI
ESI CONSULTANTS, LTD
Excellence, Service, Integrity



Project: Project schedule
Date: Fri 2/14/14

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



SECTION 5: PROPOSED OVERALL NOT-TO-EXCEED COST

WATERMAIN CONSTRUCTION ENGINEERING SERVICES
VILLAGE OF DOWNERS GROVE

ESI
ESI CONSULTANTS, LTD
Excellence, Service, Integrity

Proposed Overall
Not-to-Exceed Cost

Village of Downers Grove
2014 Watermain Construction Engineering

Not To Exceed Cost
Alternate 1

ESI Consultants, Ltd. - Personnel Hours & Cost								
	PROJECT PRINCIPAL/PM	RESIDENT ENGINEER 1	SR. TECHNICIAN	Technician 3	ADMIN. ASSOC. 3	Total Hours	% of Hours	Total Cost
Rate	\$175.00	\$105.00	\$82.00	\$78.00	\$65.00			
	Kevin Hayes	Brandt Zentner						
Pre-Construction Phase								
Resident Notifications		16				16	1.2%	\$1,680.00
PreConstruction Conference	4	8				12	0.9%	\$1,540.00
Project Set up		32				32	2.4%	\$3,360.00
Construction Phase								
Construction Observation/documentation		870				870	66.0%	\$91,350.00
Administration and Coordination	13	260			8	281	21.3%	\$30,095.00
Weekly Meetings	13	52				65	4.9%	\$7,735.00
Post-Construction Phase								
Punch List/Final Inspection	1	8				9	0.7%	\$1,015.00
Record Drawings		2				2	0.2%	\$210.00
Closeout Documents	1	30				31	2.4%	\$3,325.00
Subtotal	32	1278	0	0	8	1318		
% of Hours	2%	97%	0%	0%	1%		100%	
Total Cost	\$5,600.00	\$134,190.00	\$0.00	\$0.00	\$520.00			\$140,310.00
Direct Costs	Included							Included
Total Cost								\$140,310.00

ESI Consultants, Ltd. - Personnel Hours & Cost

	PROJECT PRINCIPAL/PM	RESIDENT ENGINEER 1	SR. TECHNICIAN	Technician 3	ADMIN. ASSOC. 3	Total Hours	% of Hours	Total Cost	
Rate	\$175.00	\$105.00	\$82.00	\$78.00	\$65.00				
	Kevin Hayes			Kent Williams					
Pre-Construction Phase									
Resident Notifications				16		16	1.2%	\$1,248.00	
PreConstruction Conference	4			8		12	0.9%	\$1,324.00	
Project Set up				32		32	2.4%	\$2,496.00	
Construction Phase									
Construction Observation/documentation				870		870	66.0%	\$67,860.00	
Administration and Coordination	13			260	8	281	21.3%	\$23,075.00	
Weekly Meetings	13			52		65	4.9%	\$6,331.00	
Post-Construction Phase									
Punch List/Final Inspection	1			8		9	0.7%	\$799.00	
Record Drawings				2		2	0.2%	\$156.00	
Closeout Documents	1			30		31	2.4%	\$2,515.00	
Subtotal	32	0	0	1278	8	1318			
% of Hours	2%	0%	0%	97%	1%		100%		
Total Cost	\$5,600.00	\$0.00	\$0.00	\$99,684.00	\$520.00			\$105,804.00	
Direct Costs	Included								Included
Total Cost									\$105,804.00

VI. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

ESI Consultants, Ltd.

Company Name

Date: February 12, 2014

1979 N. Mill Street, Suite 100

Street Address of Company

khayes@esiltd.com

Email Address

Naperville, IL 60563

City, State, Zip

Kevin Hayes

Contact Name (Print)

(630) 420-1700

Business Phone

(312) 735-6741

24-Hour Telephone

(630) 420-1733

Fax



Signature of Officer, Partner or Sole Proprietor

Kevin Hayes, Vice President

Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

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



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: ESI Consultants, Ltd.
ADDRESS: 1979 N. Mill Street, Suite 100
CITY: Naperville
STATE: Illinois
ZIP: 60563
PHONE: (630) 420-1700 **FAX:** (630) 420-1733
TAX ID #(TIN): 22-3893594

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: *Kenneth P. Hayes* **DATE:** 2/12/2014

PROPOSER'S CERTIFICATION

With regard to Watermain Construction
Engineering Services, proposer ESI Consultants, Ltd. hereby certifies
(Name of Project) (Name of Proposer)
the following:

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

BY: *Kenneth P. Hayes*
Proposer's Authorized Agent

2 2 - 3 8 9 3 5 9 4

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 12th day of Feb, 2014.

Tina R. Taylor
Notary Public)



(Fill Out Applicable Paragraph Below)

(a) **Corporation**

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

President: Joseph Chiczewski

Secretary: Dave Clark

Treasurer: Joseph Chiczewski

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

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

(c) **Sole Proprietor**

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

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

Village of Downers Grove

Insurer's Name Holmes Murphy

Agent Linda Bomarito

Street Address 311 S. Water Street, Suite 211

City, State, Zip Code Peoria, IL 61602

Telephone Number (800) 527-9049

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

Print Name of Company: ESI Consultants, Ltd.

Print Name and Title of Authorizing Signature: Kevin Hayes, Vice President

Signature: 

Date: 2/12/2014

Suspension or Debarment Certificate

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

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

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

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

Company Name: ESI Consultants, Ltd.

Address: 1979 N. Mill Street, Suite 100

City: Naperville Zip Code: 60563

Telephone: (630) 420-1700 Fax Number: (630) 420-1733

E-mail Address: khayes@esiltd.com

Authorized Company Signature: 

Print Signature Name: Kevin Hayes Title of Official: Vice President

Date: 2/12/2014

CAMPAIGN DISCLOSURE CERTIFICATE

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

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

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

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

Under penalty of perjury, I declare:

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


Signature

Kevin Hayes, Vice President

Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

VI. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

ESI Consultants, Ltd.

Company Name

Date: February 12, 2014

1979 N. Mill Street, Suite 100

Street Address of Company

khayes@esiltd.com

Email Address

Naperville, IL 60563

City, State, Zip

Kevin Hayes

Contact Name (Print)

(630) 420-1700

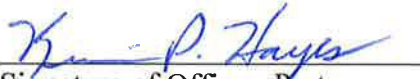
Business Phone

(312) 735-6741

24-Hour Telephone

(630) 420-1733

Fax



Signature of Officer, Partner or Sole Proprietor

Kevin Hayes, Vice President

Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

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

CAMPAIGN DISCLOSURE CERTIFICATE

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

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

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

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

Under penalty of perjury, I declare:

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


Signature

Kevin Hayes, Vice President

Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

2014-2018 Capital Project Sheet

Project # **WA-006**

Project Description **Watermain Replacement, Maple Ave & 55th Street**

Project summary, justification and alignment to Strategic Plan
 This project includes the lining of the feeder main on 55th Street between Blodgett and Fairview. This work is necessary due to the number of watermain breaks being experienced along this line.

Cost Summary	New	Maintenance	Replacement	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Years	TOTAL
				Professional Services				25,000		
Land Acquisition										-
Infrastructure		X		500,000						500,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				525,000	-	-	-	-	-	525,000

Funding Source(s)		FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Years	TOTAL
481-Water Fund	▼	525,000						525,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		525,000	-	-	-	-	-	525,000

Project status and completed work	Grants (funded or applied for) related to the project.
Design was completed in 2013 and construction is anticipated in 2014.	None.

Impact-annual operating expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

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

Map/Pictures of Project



Priority Score **A**

Project Manager: **Dave Bird**

Program: **394** Department: **Public Works**

2014-2018 Capital Project Sheet

Project # **WA-019**

Project Description **Watermain Replacement, Esterbrook Subdivision, Unit 1**

Project summary, justification and alignment to Strategic Plan

This project includes the replacement of the existing 6" watermain with an 8" watermain which is required due to the age of the pipe. This will increase water flow to hydrants in the area. Work will occur on Barrett, Powell and Saratoga.

Cost Summary	New	Maintenance	Replacement	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future	TOTAL
									Years	
Professional Services				15,000						15,000
Land Acquisition										-
Infrastructure			X	810,000						810,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				825,000	-	-	-	-	-	825,000

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
481-Water Fund	825,000						825,000
							-
							-
							-
TOTAL FUNDING SOURCES	825,000	-	-	-	-	-	825,000

Project status and completed work

No work has started.

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

None

Impact-annual operating expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

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

Map/Pictures of Project



Priority Score **A**

Project Manager:

David Bird

Program: **394**

Department:

Public Works

2014-2018 Capital Project Sheet

Project # **WA-028**

Project Description **Watermain Replacement, Annual Element**

Project summary, justification and alignment to Strategic Plan

This project accounts for annual watermain replacements.

Cost Summary	<div style="display: flex; flex-direction: column; align-items: center;"> New Maintenance Replacement </div>			FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Years	TOTAL
				Professional Services				100,000	100,000	100,000
Land Acquisition										-
Infrastructure		X		2,900,000	2,900,000	2,900,000	2,900,000	2,900,000		14,500,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	-	15,000,000

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
481-Water Fund ▼	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000		15,000,000
▼							-
▼							-
▼							-
TOTAL FUNDING SOURCES	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	-	15,000,000

Project status and completed work

Design for 2014 projects will start in 2013.

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

None.

Impact-annual operating expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

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

Map/Pictures of Project



Priority Score **A**

Project Manager:

David Bird

Program: **394**

Department:

Public Works