MOT 2015-6282 Page 1 of 52

VILLAGE OF DOWNERS GROVE Report for the Village Council Meeting 6/16/2015

SUBJECT:	SUBMITTED BY:
Professional Services for Downers Drive Water Tower Rehabilitation	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for professional services for the Downers Drive Water Tower Rehabilitation, WP-012, to Tank Industry Consultants of Indianapolis, Indiana in the amount of \$91,770, which includes a 5% contingency.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY 2015 budget includes \$75,000 in the Water Fund for this project. The remaining portion will be budgeted and completed in FY16.

RECOMMENDATION

Approval on the June 16, 2015 consent agenda.

BACKGROUND

This contract is for professional services for the rehabilitation of the Downers Drive Water Tower. The tower's coating system is deteriorating and there are safety-related as well as operational deficiencies that need to be rectified. The improvements are planned to be performed in 2016 by a contractor under a separate contract that will include:

- Interior and exterior cleaning and re-coating for corrosion protection, and
- Safety improvements including replacing the wet interior roof hatch with a 30-inch diameter hatch, installing a wet interior ladder with a fall prevention device, and replacing the sidewall and roof ladders with a vertical ladder and a step-off platform.

The Downers Drive Water Tower is one of seven elevated water storage tanks and was constructed in 1957. The last, significant maintenance project for this tower was completed in 1998.

MOT 2015-6282 Page 2 of 52

The purpose of this contract is to engage a consultant with expertise and experience in this highly specialized area to:

- Update the 2013 field evaluation of the tower
- Prepare detailed construction drawings, specifications and cost estimates for the Village to engage a contractor for the work,
- Assist staff with the review of bidders and bidding documents,
- Provide construction oversight and contract administration, and
- Conduct a first anniversary warranty inspection.

The Village posted a Request for Proposal for professional services for this project in April 2015 and two firms submitted proposals for the project. Village staff recommends award of this contract for professional services to Tank Industry Consultants based on their approach and understanding of the project, their capability to perform the work, and their experience with similar projects. In 2012 Tank Industry Consultants satisfactorily completed the same services for the Village for the Maple Avenue Tower. They have successfully designed and overseen similar water tower rehabilitation projects for American Water, the Town of Normal, and Citizens Energy Group. Tank Industry Consultants provides professional engineering services for more than 500 water storage tank projects annually.

ATTACHMENTS

Contract Documents
Contractor Evaluation

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VILLAGE OF DOWNERS GROVE COUNCIL ACTION SUMMARY

INITIATED	: Public Works	DATE: June 16, 2015
	(Name)	
RECOMME	ENDATION FROM:	FILE REF: WP-012
	(Board or D	epartment)
NATURE O	F ACTION:	STEPS NEEDED TO IMPLEMENT ACTION:
Ordin	ance	Motion to authorize execution of a professional services contract with Tank Industry Consultants, in the amount
Resol	ution	of \$87,400 plus 5% contingency in the amount of \$4,370 for a total not-to-exceed \$91,770 for the
X Motic	on	Downers Drive Water Tower Rehabilitation Project.
Other		Es
SUMMARY	OF ITEM:	
Adoption of this motion shall authorize execution of a professional services contract with Tank Industry Consultants, in the amount of \$87,400 plus 5% contingency in the amount of \$4,370 for a total not-to-exceed \$91,770 for the Downers Drive Water Tower Rehabilitation Project.		
RECORD O	F ACTION TAKEN:	
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Statement of Qualifications

for

Village of Downers Grove, Illinois

RFP-0-3802015/tt

Engineering Services for Water Tower Rehabilitation

by

Tank Industry Consultants

7740 West New York Street Indianapolis, Indiana 46214 317 / 271-3100 - phone 317 / 271-3300 - fax

> Plainfield, Illinois 815 / 556-8335

Pittsburgh, Pennsylvania 412 / 262-1586

> El Paso, Texas 915 / 790-0790

Houston, Texas 281 / 367-3511

Sacramento, California 916 / 717-3608

www.TankIndustry.com

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TANK
INDUSTRY
CONSULTANTS
INC.

7740 West New York Street Indianapolis, Indiana 46214 317 / 271-3100 - Phone 317 / 271-3300 - FAX

> Plainfield, Illinois 815 / 556-8335

Pittsburgh, Pennsylvania 412 / 262-1586

> El Paso, Texas 915 / 790-0790

Houston, Texas 281 / 367-3511

April 28, 2015

Ms. Theresa H. Tarka
Purchasing Assistant
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515

RE: Statement of Qualifications – Engineering Services for Water Tower Rehabilitation RFP-0-38-2015/tt

Ms. Tarka and Members of the Selection Committee:

Thank you for allowing Tank Industry Consultants (TIC) to present this Statement of Qualifications in response to your request for qualifications for Professional Engineering and Inspection Services related to the rehabilitation of the Downers Drive Water Tower. We have enjoyed our past involvement with the Village's water storage tanks, and are confident that we can provide the Village of Downers Grove the very best water tank engineering and inspection services available!

Page 19 of the Proposal/Contract Form enclosed does not have original signatures. Mr. Stein, the Corporate Secretary of Tank Industry Consultants, is traveling and had to transmit the signed form electronically. As soon as he returns to the office, I will get an original of his signature, and send the completed form, with both original signatures, to you.

Thank you for giving us this opportunity to present our unique water tank engineering and inspection qualifications to Village of Downers Grove. If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Tank Industry Consultants

Penni Snodgrass

Sales and Marketing Manager snodgrass@tankindustry.com

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REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company:	
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Project Name:

Engineering Services for Water Tower Rehabilitation

Proposal No.:

RFP-0-38-2015/tt

Proposal Due:

April 29, 2015, 2:00 p.m.

Pre-Proposal Conference:

NA

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: April 16, 2015

Date Issued: April 16, 2015

This document consists of 25 pages.

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

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530

PHONE: 630/434-5530 FAX: 630/434-5571

www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

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

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

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

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

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD

<u>RESULT.</u> Proposers MUST submit an original, and 2 additional paper copies 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.

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I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **April 29, 2015, 2:00 p.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified.
 Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **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

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necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. 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 Proposals will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

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

6. USE OF VILLAGE'S NAME

6.1 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.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

7.1 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.

8. NONDISCRIMINATION

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- 8.1 Proposer shall, as a party to a public contract:
 - (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #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.
- 8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 1210l et. seq.

9. SEXUAL HARASSMENT POLICY

- 9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:
 - 9.1.1 Notes the illegality of sexual harassment;
 - 9.1.2 Sets forth the State law definition of sexual harassment;
 - 9.1.3 Describes sexual harassment utilizing examples:
 - 9.1.4 Describes the Proposer's internal complaint process including penalties;
 - 9.1.5 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
 - 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

- 10.1 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:
 - 10.1.1 That it will not discriminate against any employee or applicant for employment

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

- 10.1.2 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.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 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.
- 10.1.5 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.
- 10.1.6 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.
- 10.1.7 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

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Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

12.1 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

Village of Downers Grove

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

13. INSURANCE REQUIREMENTS

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
 - 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - —13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

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14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 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.
- 14.3 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.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

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

16. TERM OF CONTRACT

16.1 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.

17. TERMINATION OF CONTRACT

17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or 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 default. 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.

18. BILLING & PAYMENT PROCEDURES

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

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Village of Downers Grove

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.

- 18.2 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.
- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

19.1 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.

20. STANDARD OF CARE

- 20.1. 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.
- 20.2 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.
- 20.3 For Professional Service Agreements: 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.

21. GOVERNING LAW

21.1 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.

22. SUCCESSORS AND ASSIGNS

22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and

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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.

23. WAIVER OF CONTRACT BREACH

23.1 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.

24. AMENDMENT

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

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 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.

27. NOTICE

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.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 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.)

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III. DETAILED SPECIFICATIONS

INTENT AND GENERAL INFORMATION

The Village of Downers Grove (Village) is seeking a qualified professional engineering firm to submit a Proposal to perform an inspection of the Village's Downers Drive Water Tower – 2,000,000 gallon legged tank, and provide detailed specifications for bidding of the repair and repainting work of this structure, and provide all inspections and construction management of the project. The Village intends to utilize IEPA Revolving Loan Funds for the tank rehabilitation contract.

There are currently four cellular companies that have cables and antennas on this tower. It will be the responsibility of the engineering firm to coordinate and provide all inspections of the removal and reinstallation of the existing cables and antennas. The Village will work with the engineering firm as required to get this work completed. All mounting brackets, hardware, and cable runs will need to be reviewed. Recommendations and drawings will need to be completed to improve the current installation of both the cables and antennas.

Dixon Engineering performed a preliminary maintenance inspection of the storage tank in October, 2013 and this report is attached for use to assist with creating the bidding specifications.

Downers Drive Water Tower is located at 4318 Downers Drive, Downers Grove, IL 60515.

The bid documents for the repair and repainting work must be completed for advertisement no later than September 15, 2015. The repair work shall begin March 1, 2016 and be completed prior to July 1, 2016.

The engineering services will be broken down into two phases:

Phase 1: Exterior inspection of the water tower, inspection and review of existing cellular cables and antenna installation, creating Bid documents, bidding project, and recommending contractor award. Firm shall be required to meet with the cellular companies prior to removal to discuss removal and re-installation process and timelines.

Phase 2: Inspection/construction management of contractor's work. This will include any required modifications, welding, sandblasting and painting of the tower as well as final inspection. Coordination and inspection of removal and re-installation of all cellular cables and antennas will be included in this scope of services.

Purpose

The intent behind the Request for Proposal is for the Village to have one responsible consultant provide all engineering services needed to complete all required cellular coordination, bid documents, consultant engineering, inspections, and other project management assistance needed to rehabilitate the Village's 2,000,000 Gallon Legged Tank.

The Village expects this project to advance as rapidly as possible to minimize the time the tank is out of service. While the Village expects rapid progress, thorough attention to detail shall not be overlooked during the tank painting operations.

Qualifications

The firm must have a minimum of 10 years of experience with the inspection of steel storage tanks, and shall have completed 10 inspections on storage tanks of similar size and style within the past 3 years.

Inspection must be completed by an engineer with a minimum of 5 years of experience as a storage tank and coating inspector and must be NACE certified.

The inspections must be performed under the supervision of a Professional Engineer licensed in the State of Illinois. The inspection report must be prepared and reviewed by a Professional Engineer licensed in the State of Illinois.

Scope of Services

Consultants are to develop, and submit to the Village, a detailed scope of services and methodology to complete the Village's objectives for the water tower painting project. The Village has identified a general scope of services as described below. These services must be managed by a licensed professional engineer that is experienced with water tower inspection work.

The Consultant shall clearly describe the specific services to be provided and the deliverables that will be submitted to the Village.

PHASE 1:

1. Perform onsite exterior inspection of water storage tank. This will consist of a careful study of the tank's exterior, visible portions of the foundation, and accessories to determine any changes from the 2013 evaluation. Ultrasonic thickness measurements are to be taken, if necessary, and areas of new metal loss and deterioration since the previous evaluation analyzed for structural deficiencies. The coating thickness and adhesion will be assessed.

A certified engineering report shall be provided concerning the changed condition of the tank. The evaluation report must describe the observations of the technicians and engineers, and provide recommendations for optimum rehabilitation. The report shall address the condition of the tank from a structural, coating, corrosion control, safety, and sanitary standpoint, as well as compliance with other applicable standards. The report must be certified by an Illinois Licensed Professional Engineer.

The report shall include budget estimates for the recommended work, anticipated life of the coating and structures, and estimated replacement cost of the tank.

- 2. Review existing inspection report that was created by Dixon Engineering in 2013.
- 3. Review and record existing cellular cable routing and support brackets, antenna mounting and then recommend changes (if needed) to maximize the number of cables and antennas that can be mounted

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Village of Downers Grove

on this tank at this time and for future installations, and improve the aesthetic look of the cables and antennas mounted on this tower.

- 4. Meet with the Village staff to discuss bid documents.
- 5. Meet with cellular companies to coordinate necessary work that they will need to complete and timeline.
- 6. Create bid documents for all required repairs, modifications, cathodic protection and painting of the tank.
- 7. Assist the Village with the advertising of the bid. (See Specifications for Bid Requirements).
- 8. Assist the Village with the selection of the painting contractor by reviewing all bids submitted, verifying references and making a formal recommendation to the Village.

PHASE 2:

Complete Construction Management of project to include but not limited to:

- 1. Review Contractor Submittals and Shop Drawings: The Engineering Project Manager will review all contractor submittals for accuracy and make recommendations to the Village for action.
- 2. Attend Pre-Construction and Monthly Progress Meetings: Supplying typed meeting notes in a timely manner for each meeting.
- 3. Provide Resident Inspector for Construction: The selected firm must have a qualified inspector complete inspections of the metal and welding improvements, sandblasting phase of construction, and all painting work. It is anticipated that approximately 100 days of inspection will be necessary for this project. Throughout the duration of the project, the Village requires written daily progress reports when work is occurring. The reports shall address, at a minimum, the following items:
 - o Temperature of steel
 - Weather conditions
 - Temperature
 - Wind velocity and direction
 - Relative humidity
 - Dew point
 - Location and quality of work performed and compliance with the project documents
 - o Paint batch numbers
 - Surface profile
 - Wet and dry film thickness readings
 - o Calibration record of dry mil thickness gauge
 - o Measure of the paint cure
 - o Number of personnel and equipment on the job
 - o Recommendations made

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o Estimated completion date

The consultant's proposal shall describe the equipment that will be utilized to monitor the contractor's work.

- 4. Review Contractor Pay Request Submittals: The Project Engineering Manager, in coordination with the Resident Inspector, shall review all pay request submittals for accuracy and verify work completed. Upon review, the project manager shall make a recommendation to the Village for payment.
- 5. Assist with Change Orders: The Project Engineering Manager shall review all change orders to assess their need. If a change order is warranted, the manager shall forward the request to the Village for review and implementation into the contract.
- 6. Provide Final Inspection and Documentation: The selected firm shall assist with the project closeout. A final inspection of the tank shall be performed once all work is completed, prior to being put back into service.
- 7. Inspection of Cellular Cables and Antennas: Coordinate installation of all cables and antennas, inspect installations, and document with diagram and pictures of all cellular installations. It is anticipated that approximately 120 hours of inspection will be necessary for this work. Throughout the duration of this work the Village requires regular updates of the installation progress including a written progress report which shall be submitted after each inspection.

Specifications for Bid Requirements:

The engineer shall be required to prepare technical specifications and contract documents for the project to include, but shall not be limited to, the following:

- a. Advertisement for Bids
- b. Information for Bidders
- c. General Conditions
- d. Detailed technical specifications and drawings
- e. Proposal Format

The Village will provide the contractor with its standard front-end and back-end language to be incorporated in the bid document.

Once complete, the engineer shall direct mail advertisements to contractors who have been prequalified and approved as capable by the engineer, and send specifications to selected, appropriate construction plan rooms. The engineer shall be responsible to address all questions, written or verbal response, concerning the project and prepare addenda as necessary.

Upon the bid opening, the engineer shall review the bids submitted with Village staff and provide a written recommendation for the Village Council.

Village of Downers Grove

After the council has taken action, the engineer must then furnish contract documents for the Village and contractor to execute, review payment and performance bonds and insurance certificates of the selected contractor. Finally, the engineer shall furnish the Village and contractor with a Notice to Proceed.

PROPOSAL REQUIREMENTS

This RFP is the contract between the prospective Firm and the Village. You must submit this entire RFP document with your proposal.

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 $8 \frac{1}{2} \times 11$ format and be organized as follows:

- Cover Letter/General Information
- Firm Experience
- Project Understanding/Approach
- Résumés/Project Organizational Chart
- Proposed Project Schedule
- Optional Tasks Beyond the Base Scope of Services In addition to the base scope of services
 included in this RFP, issues that, in the Consultant's opinion, are critical to Village interests
 should be identified for possible inclusion into the scope. An identification and cost for each
 additional task is to be included as a supplement to the base scope and cost.
- 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 should be included.

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.

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

Village of Downers Grove

- 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

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.

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

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

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TABEL OF CONTENTS

Firm Experience	1
Contact Information	1
Project Understanding/Approach	2
Phase 1 - Exterior Tank Evaluation	2
Phase 1 - Preparation of Bid Documents	3
Phase 1 - Bid Assistance and Recommendation of Award	4
Phase 1 – Coordination of Antenna Providers	
Phase 2 - Contract Administration	5
Phase 2 - Resident Project Representation	5
Project Team	0
Managing Principals	
Project Engineering1	
Project Management 1	
Field Services	١2
Previous Projects with the Village of Downers Grove	L 4
References	<u>L</u> 5
American Water	L5
Town of Normal	
Citizens Energy Group	
3,	
Foos 1	ın

FIRM EXPERIENCE

Tank Industry Consultants (TIC) was founded in 1979 to provide professional engineering services to the water storage tank industry. During the past 36 years, TIC has grown to be the nation's leading engineering company specializing in water storage tanks. TIC continues to grow and build a formidable staff of engineers, field technicians, and support personnel to provide unparalleled tank engineering and inspection services to water storage tank owners throughout the United States, and at naval facilities worldwide. We *provide these services without any desire to obtain contracts for tank repair or repainting, or to sell materials*.

Our staff includes **five registered professional engineers**. Collectively they are licensed in forty-nine states, the District of Columbia, and the provinces of Alberta, British Columbia and Newfoundland and Labrador in Canada. As a group, these engineers have **over 151 years' experience in tank design and engineering**. Our Field Services Department is comprised of twenty-six highly trained individuals with an **average of nearly 25 years' experience each**. TIC's technicians were past tank erectors, painters, or welders. Many were crew supervisors and each has many years' experience as professional evaluation technicians. Eighty-five percent of TIC's field personnel are NACE certified or trained. TIC's engineering and field departments are supported by nine experienced support personnel.

We do tanks...only tanks!

CONTACT INFORMATION

Headquarters Office

7740 West New York Street Indianapolis, Indiana 46214

Key Contact

Gregory R. "Chip" Stein, P.E. Managing Principal

Stein@TankIndustry.com

Phone: 317 / 271-3100

Fax:

317 / 271-3300

Illinois Office

24402 West Lockport Street, Suite 223 Plainfield, Illinois 60544

Phone: 815 / 556-8335 Fax: 815 / 556-8346

Key Contacts

Stephen W. Meier, P.E., S.E. Managing Principal

Meier@TankIndustry.com

John M. Lieb, P.E. Chief Engineer

Lieb@TankIndustry.com

3

PROJECT UNDERSTANDING/APPROACH

The following is TIC's proven approach to water storage tank *management*. This approach has been proven effective for *over 2,000 water storage tank owners and operators*.

PHASE 1 - EXTERIOR TANK EVALUATION

Tank Industry Consultants will perform an exterior evaluation of the tank to verify and update the information from the 2013 evaluation report and to gather additional data required for preparation of specifications for the rehabilitation of the Downers Drive Water Tower. During the field evaluation, TIC's technicians will access the tank surfaces by rigging and rappelling down the exterior to identify sanitary, safety, and structural deficiencies. While rappelling, the technicians look for tank irregularities to be analyzed by our engineering staff. Ultrasonic thickness measurements of the steel will be taken so that a structural engineer can analyze any deviations from the original thickness. The exposed portions of the foundations will be visually evaluated to locate cracks, spalling, erosion, or other types of deterioration.

Our evaluation is specially designed to uncover problems, and to look for methods to reduce rehabilitation costs. At a minimum, the following items are addressed:

- Measurements of the tank members and accessories are taken
- Measurements of metal loss are taken
- Coating adhesion measurements are taken
- Coating thickness measurements are taken
- Coatings on tank appurtenances are evaluated
- Ultrasonic steel thickness measurements are taken
- Sanitary deficiencies are identified
- Safety deficiencies are identified
- Structural deficiencies due to deterioration are identified
- Irregularities or unusual circumstances are identified
- Photographs are taken to further document the condition of the tank

Coating Evaluation

The exterior coating will be evaluated to assess the amount and type of corrosion, and the adhesion of the coating to determine if topcoating the tank exterior is still a viable option.

Structural Review

As part of our evaluation, TIC will identify any observed structural deficiencies or damage that may have occurred since the tank was erected. These deficiencies include deviations of existing tank conditions from the tank's original construction. Any deficiencies found will be analyzed for their effect on the structural integrity of the tank.

Review of Cellular Antennas, Cables, and Attachments

Included in the field evaluation and reporting will be a review of the cellular antennas currently mounted on the tank. Data collected during the field evaluation will be used during the Antenna Design Review to assess the methods of mounting the antennas on the tank and interference the antennas and their cables may cause during the operation and maintenance of the tank.

Certified Engineering Report

An engineering report concerning the condition of the tank, certified by an Illinois Licensed Professional Engineer on our full-time staff, is issued for the tank. The report will include the following sections.

Observations: The observation section provides dimensions of the tank and accessories as well as a narrative describing the condition of the site and each part of the tank. Sanitary, safety, security, and structural deficiencies are described as well as the coating condition.

Recommendations: The recommendation section of the report includes those repairs and modifications required to bring the tank into compliance with present AWWA, OSHA, and sanitary standards and regulations. Coating recommendations are made, and when practical, alternative methods of repairs, modifications, and painting are provided, and advantages and disadvantages of each alternative are given.

Economic Factors: The economic factors section of the report provides budget estimates for all of the repairs, modifications, and painting options outlined in the recommendations section of the report. The replacement cost of the tank is also provided for cost comparison.

Photographs: Each report contains color photographs of the tank. The photographs are individually mounted with captions adjacent to each photo to explain what is shown in the photo. The photographs serve as additional documentation of the tank's condition.

PHASE 1 - PREPARATION OF BID DOCUMENTS

TIC's specifications and contract documents are project specific and more extensive than provided by most engineers' due to our experience and extensive familiarity with the latest AWWA, NFPA, API, NACE, and SSPC standards and how they must be supplemented. Specifications are prepared in accordance with local, state, and federal laws, and all specific requirements of each tank owner.

Project Consultation: Throughout the project design and execution, TIC's project team is in direct communication with the tank owner's representatives to assure that the project specifications and contract documents fulfill their needs and requirements. TIC will meet with representatives of the Village of Downers Grove prior to finalizing the project specifications.

Detailed Construction Cost Estimates: Tank Industry Consultants provides budget estimates for construction so the final scope of work meets your maintenance and financial goals. After all reviews are

complete, TIC revises all documents as required for final approvals and prepares a final detailed cost estimate for the project.

Reduce Construction Costs: While most engineering firms can provide a generic specification package, it is our uniquely developed specifications that address the work that actually needs to be performed on the specific tank. This reduces the change orders to only those items that have competitive unit prices already negotiated prior to starting the project. Our specifications also address many potential problems that may come up during the course of a tank rehabilitation project including containment and proper removal and disposal/treatment of coatings containing regulated heavy metals. While our specifications are designed to protect tank owners, our designs and specifications also offer the most cost-effective alternatives available.

Our specifications are not only designed to reduce construction costs during the tank rehabilitation, but also to reduce future tank rehabilitation costs. By *designing out problem maintenance areas*, the newly applied coating system will not only last longer, but when future maintenance is performed, the repainting will be easier and therefore less expensive.

Repair and Rehabilitation Design: It is important to include specific tank upgrades in the tank repainting design. TIC has found that a specification that is only end-result oriented is not adequate when working with tank repair and repainting contractors. TIC's tank-specific repair designs provide a better finished product. *Engineered solutions are vital to the successful completion of tank rehabilitation projects.*

Coating System Design: TIC continually researches alternative coating systems in order to design the best system to meet the specific needs and requirements of each tank. When designing the coating system for each tank, the engineers at TIC take into consideration the unique requirements for each project. Some of the specific issues that are considered include:

- out-of-service time
- environment
- typical weather conditions during application
- compliance with regulatory agencies
- aesthetics and logos

TIC does not just take a coating specification off a shelf and reuse it for every project we design. *TIC's specialty is designing unique solutions to specific project challenges.*

PHASE 1 - BID ASSISTANCE AND RECOMMENDATION OF AWARD

TIC assists tank owners in obtaining competitive and qualified bids. TIC will recommend a number of qualified bidders to whom the Notice to Bidders should be sent. Specializing in water storage tanks for more than 36 years has allowed TIC to develop a list of tank repair and repainting contractors that also specialize in water tanks. Because of these contractors' expertise, their bids are the most competitive in the industry.

Bid Assistance provided by TIC can include:

- Attend Pre-Bid Conferences—supplying typed meeting notes
- Respond to questions
- Tabulate the bids
- Review the bids
- Check for signatures, bonds, and insurance
- Investigate the low bidder
- Recommend award to the lowest and most qualified bidder

PHASE 1 - COORDINATION OF ANTENNA PROVIDERS

TIC will assist the Village of Downers Grove in coordinating the removal and relocation of all cellular equipment during the rehabilitation of the tank. Based on the leases the Village has with the cellular providers, the most cost-efficient, safest method of antenna relocation will be developed and communicated to the providers. Plans will be developed for the re-installation of the antenna to prevent the antenna from imposing excessive loads on the tank, and so that the antennas and cables do not interfere with future operation and maintenance of the tank.

PHASE 2 - CONTRACT ADMINISTRATION

Once a tank rehabilitation project begins, TIC is available to consult with and advise the Tank Owner concerning any portion of the tank rehabilitation project. Contract administration services can include:

- Review all contractors' submittals and shop drawings
- Consultation on adequacy and compliance with the project specifications
- Specification interpretation
- Attend the pre-construction and all subsequent meetings—supplying typed meeting notes
- Review construction schedule
- Review and approval of materials
- Prepare and assist in the negotiations of change orders and supplemental agreements
- Review and approval of payment requests
- Dispute settlement

PHASE 2 - RESIDENT PROJECT REPRESENTATION

The role of TIC's on-site project representatives is to provide both a visual and documentation trail that verifies that the client receives the level of quality and product service life they are paying the contractor to provide. The resident technician is on-site to:

- point out and document deficiencies in the contractor's work, so the contractor makes corrections and improvements as the work progresses.
- document the contractor's daily performance to support invoice approval or any action the owner may wish to take against the contractor.

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- confirm that the contractor has taken the necessary steps to protect the owner from liability by testing and properly disposing of spent blast abrasive.
- confirm that the contractor is complying with job site posting requirements.
- quickly resolve any technical questions or changes that may arise to minimize or eliminate delays and/or contractor claims.
- document weather and other jobsite conditions to assess contractor claims for additional time or money.
- document any jobsite visits from state or federal agencies such as OSHA or the EPA.
- facilitate cost-effective solutions to issues that can arise during the construction phase of the tank rehabilitation project.

The observation of the contractor's workmanship is one of the most important parts of a tank rehabilitation project. The best-written, most thorough specifications do not assure the project is completed correctly. TIC's technicians are experienced in tank repair, painting, and erection. They are not only familiar with proper coating application techniques, but also with the underlying reasons for tank painting standards. Our entire staff of civil, structural, chemical, and mechanical engineers and experienced support personnel, including our NACE Certified Field Services Manager and Field Supervisors, are available to provide technical support on each project.

Resident Painting Observation: During Resident Project Representation, TIC's field technician is on-site, monitoring the contractor whenever work is being performed. This type of coating observation provides the most thorough and conclusive project representation.

Coatings are very sensitive to atmospheric conditions. Humidity, dew point, air, and steel temperatures must all be within acceptable ranges during application and curing for coating systems to achieve maximum life. Without a resident technician on the site to monitor these conditions, the tank owner is putting their faith in the contractor that work will be suspended when the atmospheric conditions warrant. Evidence of the application of the coating under adverse atmospheric conditions may be a premature failure two or three years later.

Reporting: TIC's project representative furnishes the tank owner and the contractor a written report for each day's observation. The reports shall address, at a minimum, the following items as required:

- Temperature of steel
- Weather conditions: temperature, wind velocity and direction, relative humidity, dew point
- Coating and abrasive product in accordance with project specifications
- Mixing and thinning of coatings
- Cleanliness of blast nozzle
- Paint Batch Numbers used on the day of the observation
- Location of work performed
- Quality of work being performed
- Compliance with the project documents
- · Wet and dry film thickness readings
- Calibration record of dry mil thickness gauge
- Measure of the paint cure

- Number of crew members on the job
- Equipment on the job
- Recommendations made
- Estimated completion date
- Photographs of significant details
- · Other pertinent data as required or requested

The following equipment (at a minimum) will be utilized by TIC to monitor the work:

- SSPC-Vis 1 Visual blasting standards
- NACE Visual Standard TM-01-70 (available)
- AWWA Standards D100-11 and D102-11
- Testex Press-O-Film Profile Measurement System
- Surface Contamination Detection Device [soluble salts] (if required)
- Wet Film Thickness Gauge (observe applicator's use)
- Dry Film Thickness Gauge
- Certified Thickness Calibration Standards
- Steel Temperature Gauges
- Sling Psychrometer and Psychometric Tables
- Wet Sponge Holiday Detector [low voltage] (if required by TIC personnel)
- Adhesive Force Measurement Device (if required)
- Tooke Gage (if required)

Holiday Testing: Once the interior coating application is completed, Tank Industry Consultants observes the contractor's holiday testing of the interior surfaces. During holiday testing, a wet-sponge detector is used to test for small voids (holidays) and discontinuities in the coating system. If left undetected, these holidays would result in coating failures when subjected to normal water tank operations.

Final Observation/Walk Through: TIC recommends that a final evaluation be performed when each tank project is completed. At the final evaluation, TIC's field technician or field supervisor will accompany the contractor for a final review of the project. A punch list of items that need to be remedied or completed is prepared and provided to the tank owner and the contractor. If required, TIC observes the completion of the punch list.

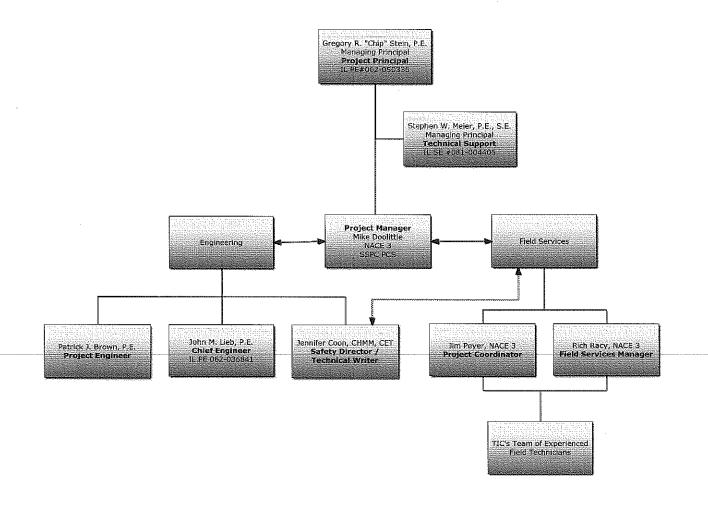
Antenna Re-installation: TIC will observe the re-installation of the antenna, brackets, and conduit for compliance with project specifications. TIC will also observe any touch-up coating for compliance with the project specifications and the paint manufacturer's product data sheets.

Anniversary Evaluation: AWWA standards recommend that all water tank construction and painting projects have a bonded warranty following the project completion date. Approximately eleven months after the completion of the tank rehabilitation project, TIC will perform an Anniversary Evaluation. TIC will focus on the contractor's compliance with the project specifications and drawings, and coating condition. While the steel is a very "forgiving" material, the coating is not. Coatings are very sensitive to the workmanship and weather constraints during application. Unlike some engineering firms, TIC will not be confined to the ground, ladders, or platforms. TIC will access the steel surfaces by rigging and rappelling. Dry-film thickness testing of the coating, locating holidays in the coating, and identification of coating failures will be performed.

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PROJECT TEAM



MANAGING PRINCIPALS

Gregory R. "Chip" Stein, P.E., Principal-in-Charge

Education

- Bachelor of Science, Mechanical Engineering Rose-Hulman Institute of Technology Area of Concentration - Structural & Material Analysis
- Master of Business Administration Indiana University Area of Concentration Finance

Registrations

Registered Professional Engineer in 33 states, including Illinois

Industry Leadership

- Chair, AWWA Standard for Inspection of Water tanks and Related Facilities (D101) Standards
 Committee Revision Task Force
- Member, AWWA D102 Coating Steel Water-Storage Tanks Standard Committee
- Member, AWWA D104 Automatically Controlled, Impressed-Current Cathodic Protection for the Interior Submerged Surfaces of Steel Water Storage Tanks Standard Committee
- Member, AWWA D106 Sacrificial Anode Cathodic Protection Systems for the Interior Submerged Surfaces of Steel Water Tanks Standard Committees
- Chapter Author, AWWA M42 Steel Water Storage Tanks and Water Storage Tank Handbook
- Chair, Steel Tank Institute/Steel Plate Fabricators Association Field-Erected Steel Tank Committee
- Principal Member, NFPA 22: Standard for Water Tanks for Private Fire Protection
- Principal Member, NFPA 25: Standard for the Inspection, Testing, and Maintenance of Water-Based
 Fire Protection Systems
- Tutorial and Conference Chair, SSPC: The Society for Protective Coatings

Years of Tank Experience: 27

Introduction: Chip Stein joined Tank Industry Consultants in 1988. Since that time, Chip has been involved in more than *5,100 tank engineering projects* in the last 10 years alone, ranging from new tank design and construction, to tank evaluations, through tank rehabilitation projects and tank demolition. As Managing Principal, Chip is responsible for scheduling and overseeing work conducted by TIC's staff of civil, mechanical, chemical, and structural engineers. He reviews engineering designs, specifications, reports, and client invoicing; and is responsible for contract administration duties performed for TIC's clients. He also oversees the field and sales departments, including TIC's four branch sales/project management offices.

Stephen W. Meier, P.E., S.E., Technical Support

Education

- Bachelor of Science, Civil Engineering Rose-Hulman Institute of Technology
- Master of Science, Civil Engineering Cornell University

Professional Licenses and Certifications

- Registered Professional Engineer in 26 states, including Illinois, and the District of Columbia
- Registered Structural Engineer in Illinois, California, Hawaii, Nevada, Oregon, Washington

Industry Leadership

- Chair, American Water Works Association Committee on Welded Tanks
- Member, AWWA Standards Council (term commences June 2015)
- Member, D107 Committee for Composite Tanks
- Member, STI/Steel Plate Fabricators Association Subcommittee on Concrete Pedestal Tanks
- Member, American Concrete Institute Committee 371 on Concrete Pedestal Tanks
- Past Member, Committee 376 Concrete Structures for Refrigerated Liquefied Gas Containment

Years of Tank Experience: 41

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Introduction: Steve Meier chairs the AWWA Steel Tank Committee. In this capacity he oversees all standards development and revision processes for all steel tank standards including D100 (design and construction), D102 (coatings), D103 (bolted tanks), D104 (cathodic protection), D106 (sacrificial anode cathodic protection systems), D108 (aluminum dome roofs), M42 (Tank Manual), and the proposed new stainless steel bolted tank standard. TIC's engineering and technical staffs were extensively involved in authoring the AWWA Tank Manual (M42) and the Steel Water Storage Handbook to advise water tank owners from the planning stages of tank construction through tank demolition.

PROJECT ENGINEERING

John M. Lieb, P.E., Chief Engineer

Education: Bachelor of Science, Civil Engineering - Cleveland State University

Awards: James F. Lincoln Arc Welding Foundation Award – 1974

Professional Licenses and Certifications

- Registered Professional Engineer 15 states, including Illinois, and the provinces of Alberta, British Columbia, and Newfoundland and Labrador (CAN)
- ANSI/API 653 Certified Aboveground Storage Tank Inspector License #51
- API RP 579 Fitness-For-Service Training Course Certificate
- STI Inspector AC 21310

Professional Affiliations

- Member: American Petroleum Institute (API) Subcommittee on Aboveground Storage Tanks
- Member: American Society of Civil Engineers (ASCE)
- Member: The Society for Protective Coatings (SSPC)

Years of Tank Experience: 43

Introduction: With more than 43 years' experience in the storage tank industry, John's expertise in the practical aspects of tank construction is available to the engineers and field technicians assigned to each tank project. John is an ANSI/API 653 Certified Aboveground Storage Tank Inspector and is certified in accordance with API RP 579 Fitness-For-Service. Many AWWA standard requirements reference API standards. In a recent water tank rehabilitation project where bottom plates were severely corroded, John's API experience was instrumental in TIC providing the tank owner with a cost-effective solution to prolong the tank's service life.

Prior to joining Tank Industry Consultants, John spent 24 years with Chicago Bridge & Iron Company (CB&I). There he served as a Product Design Manager in CBI's Plate Structures Engineering Group. In this capacity, he was responsible for technical supervision and management of a group of graduate engineers and technicians performing contract and pre-contract design engineering for a wide variety of specialty plate structures for the water, petroleum, chemical, natural gas, and granular industries.

Patrick J. Brown, P.E., Project Engineering

Education: Bachelor of Science, Chemical Engineering - Rose-Hulman Institute of Technology

Professional License: Indiana Registered Professional Engineer

Years of Tank Experience: 17

Introduction: Patrick Brown has a wealth of experience in storage tank design and engineering, having completed over 2,100 tank projects. These projects typically include surface preparation, coating methods, procedures, and types of coatings; sanitary upgrades; safety upgrades; structural repairs, and lead abatement with containment and environmental controls. Instead of reiterating already published AWWA standards, specifications prepared by Patrick are project specific, emphasizing critical or frequently overlooked aspects of the tank and clarifying those requirements in the standards that are necessary to obtain a high-quality and long-lasting product.

Jennifer Coon, CHMM, CET, Safety Director / Technical Writer

Education

- Bachelor of Science, Public Affairs Indiana University, Concentration in Environmental Science
- Master of Science, Environmental Science Indiana University, Hazardous Materials Management

Certifications

- Certified Environmental Trainer Certification #21-983
- Certified Hazardous Materials Manager Certification #10441

Industry Activities

• Chair, American Water Works Association, Indiana Section, Safety Committee

Years of Tank Experience: 15

Introduction: Jennifer Coon is responsible for developing, communicating, and monitoring Tank Industry Consultants extensive Health and Safety program. Jennifer authored and updates all aspects of TIC's construction safety program that includes Lead in Construction, Hazard Communication, Personal Protective Equipment, Confined Space, and Lockout/Tagout components. She conducts all in-house safety training and respirator fit tests, and supervises TIC's medical surveillance plan in accordance with all applicable OSHA regulations. In addition to her safety responsibilities, Jennifer has written *nearly 2,000 technical reports addressing the condition of water storage tanks*. These reports included recommendations for safety, sanitary, and aesthetic improvements to meet applicable industry standards.

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PROJECT MANAGEMENT

Michael L. Doolittle, NACE 3

SSPC Protective Coating Specialist

Certifications

- NACE Certified Coating Inspector Certificate #434
- SSPC Protective Coating Specialist #345-250-0647
- Instructor NACE International Coating Inspector Training & Certification Program
- Representative AWWA Standard C652 Committee

Years of Tank Experience: 38

Introduction: Michael Doolittle joined TIC thirty-one years ago and is a Level 3 NACE Certified Coating Inspector. He has received SSPC's Protective Coating Specialist designation, and teaches the NACE Coatings Inspector Certification Program courses. For many years, Mike Doolittle was responsible for all of TIC's field services—hiring, training, scheduling and overseeing all field technicians. The field technicians perform construction phase services, specialized inspections, and tank preliminary evaluation. In recent years, Mike's focus has turned to project management for tank rehabilitation and new tank projects, as well as assisting in any special projects that may come up. However, he remains active in the field department where his many years of tank experience coupled with his textbook coating education provide timely solutions to problems encountered. Mike is also a member of TIC's quality control team and is responsible for developing and maintaining the policies and procedures required for TIC's continued SSPC QP5 Inspection Company certification. Mike was instrumental in implementing TIC's dive evaluation services in 1985, and continues to serve as TIC's representative on the diving portion of the AWWA C652 standard.

FIELD SERVICES

James A. Peyer, NACE 3, Project Coordinator

Certifications and Training

- NACE Certified Coating Inspector Certificate #8543
- Certified Commercial Diver
- Rope Rescue Operations/Technician
- Red Cross First Aid B.C., Workplace Emergency First Aid CPR Level 1
- Red Cross First Aid Oxygen Administration
- Internal Auditing Basics
- Construction Quality Management
- 30-hour OHSA Training

Years of Experience: 41

Introduction: Jim Peyer has been an essential member of Tank Industry Consultants' field department since 1989. As Project Coordinator, Jim coordinates, supervises, and performs all types of TIC specialized tank evaluations. He is a member of Tank Industry Consultants' Certified Commercial Dive Team and performs underwater evaluations including dive evaluations for the US Navy at naval facilities around the world. Jim has also performed QP 5 Certified Inspections of coatings application at a number of US naval bases. Jim has more than 40 years' experience in welding and the fabrication and construction of steel products. He is trained in welding processes and is experienced in weld quality control.

Richard Racy, NACE 3, Field Services Manager

Certifications and Training

- NACE Certified Coating Inspector
- Rope Rescue Operations/Technician
- Internal Auditing Basics
- SSPC-C5 Competent Person Training
- 10-Hour OSHA Training
- · CPR and First Aid Training
- Confined Space Training
- Scaffold Erection Training

Years of Experience: 28

Introduction: Rich Racy joined Tank Industry Consultants after more than twenty years in the coating industry. He has extensive experience in coatings removal and application, and lead-paint abatement. His experience in job-site record keeping, safety, and crew management are invaluable in his work at TIC. As Field Services Manager, Rich supervises and dispatches all TIC construction inspection technicians. He organizes and schedules all construction phase inspection job assignments, and manages the quality of all work-in-process observation activities. Rich is one of the primary liaisons between TIC, tank owners, and contractors.

Inspection Technicians

Tank Industry Consultants selects and utilizes the very best field staff members whose experience and expertise match each assignment. At present, we have nineteen highly qualified field technicians as well as field supervisors, our field services manager, our contract administrator, and experienced engineers, all of whom are available to provide responsive, prompt attention to each client's needs.

The NACE Certified Coatings Inspector program is the most widely recognized coating inspector certification program in the world. In order to achieve this certification, candidates must complete two levels of achievement — Level 1 and Level 2 — and pass the Peer Review (Level 3), a two-hour detailed oral examination in front of a three-member review board. The Peer Review tests the candidate's *practical and technical* knowledge of coatings and coating inspection. Over 85% of TIC's field technicians are either NACE Certified (NACE-Certified Coating Inspector) or NACE Trained (NACE Coating Inspector).

PREVIOUS PROJECTS WITH THE VILLAGE OF DOWNERS GROVE

Tank Industry Consultants' involvement in the Village of Downers Grove's water storage tank projects began in 1991 with the evaluation of the 2,000,000 gallon concrete ground storage tank...and continues today with the recent completion of the rehabilitation of the Maple Tank. We are proud of our long-standing partnership with the Village and look forward to continuing that relationship.

Twenty-three years work experience and numerous projects are difficult to condense into the space available in this proposal. The following is a short synopsis of TIC/Village of Downers Grove projects.

500,000 Gallon Elevated Summit/Main Tank	
Evaluation	1993
 Preparation of Plans and Specifications 	1995
Attend Community Meeting	1995
Contract Administration	1996
 Project Representation during Rehabilitation and Painting 	1996
Anniversary Evaluation	1999
Update Evaluation	2007
1,000,000 Gallon Fluted Pedestal Maple Tank	
Coating Failure Analysis	1997
Update Evaluation	2011
Specifications and Contract Documents	2011
Bid Assistance	2011
Contract Administration	2011
 Observation of Contractor's Workmanship 	2012-13
Anniversary Evaluation	October 10, 2014
2,000,000 Gallon Concrete Ground Storage Tank	
• Evaluation	1991
Monitor Touch-Up Work	2000
Warranty Report	2000
1,000,000 Gallon Randall Park Concrete Reservoir	
Evaluation	1992
1,000,000 Gallon Finley Water Tank #3	
• Evaluation	1996
Specifications and Contract Documents	1996
Bid Assistance	1997
Contract Administration	1997
 Observation of Contractor's Workmanship 	1997
First Anniversary Evaluation	1999
 Evaluation of Warranty Work 	1999

1,000,000 Gallon Fluted Pedestal 71st Street Tank	
Evaluation	1998
 Contract Documents and Specifications 	2002
Contract Administration	2002/03
 Monitor Contractor's Workmanship 	2002/03
1,000,000 Gallon 67 th Street New Tank	
Design and Specification	1999
 Resident Project Observation and Contract Administration 	2000
Coating Failure Analysis	2004
1,000,000 Gallon Highland Avenue Good Samaritan Tank	
Evaluation	1999
Update Evaluation	2003
 Preparation of Detailed Technical Specification 	2005
Bid Assistance	2005
Contract Administration	2005/06
 Project Representation during Rehabilitation 	2005/06
Final Walk Through	2006
First Anniversary Evaluation	

REBERENGES

Each year, Tank Industry Consultants completes more than 500 water storage tank projects. TIC provides a full range of tank engineering and inspection services...from new tank construction through tank demolition.

AMERICAN WATER

Master Agreement for Water Storage Tank Engineering and Inspection Services Nationwide

American Water awarded Tank Industry Consultants a multi-year contract to provide tank inspections and engineering services for American Water tanks throughout the United States. As a part of this contract, TIC has provided engineering and evaluation services for over 1,600 tanks nationwide. To meet the needs of American Water, Tank Industry Consultants' teams of engineering and field services personnel are often called upon to provide expedited service and quick turn-around. Due to weather constraints in many parts of the country, tank construction, evaluation, and rehabilitation schedules must be tightly adhered to. TIC's success in completing a large volume of tank projects for one of the nation's largest privately owned water companies was acknowledged in the continued extension of our nationwide contract.

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Illinois American Water

300 Water Works Drive Belleville, Illinois 62223-9040 Mr. Michael R. Jackson (618) 239-3238 Michael.Jackson@amwater.com

Mr. Christopher Ducret – Chicago-Metro District (630) 739-8950 Christopher.Ducret@amwater.com

Rehabilitation projects completed for Illinois American in the last five years include:

- Rehabilitation and Repainting of the Interior and Exterior of the 1,000,000 Gallon Steel Elevated
 University Tank #2 located in Peoria, Illinois
- Rehabilitation and Repainting of the Interior Wet, Interior Dry, and Exterior of the 750,000 Gallon Steel
 Route 116 Elevated Tank located in Hanna City, Illinois
- Rehabilitation and Repainting of the Interior and Exterior of the 1,200,000 Gallon West Suburban Tank
 E Steel Ground Storage Tank located in Bolingbrook, Illinois
- Rehabilitation and Repainting of the Interior Wet, Interior Dry, and Exterior of the 300,000 Gallon Valley View Tank B Steel Elevated Tank located in Lombard, Illinois
- Rehabilitation and Repainting of the Interior and Exterior of the 2,000,000 Gallon Granite City Steel
 Ground Storage Tank located in Granite City, Illinois
- Rehabilitation and Repainting of the Interior Wet, Interior Dry, and Exterior of the 150,000 Gallon
 DuPage Tank B Steel Elevated Tank located in Lisle. Illinois
- Rehabilitation and Repainting of the Interior Wet, Interior Dry, and Exterior of the 500,000 Gallon Derby Tank A Steel Elevated Tank located in Homer Glen, Illinois
- Rehabilitation and Repainting of the Exterior and Interior of Aldrich Units #1 and #2 located in East St. Louis, Illinois
- Rehabilitation and Repainting of the Exterior and Interior of Aldrich Units #5 and #6 located in East St. Louis, Illinois
- Rehabilitation and Repainting of the Interior and Exterior of the 800,000 Gallon North Plant Steel Ground Storage Tank located in Lincoln, Illinois
- Rehabilitation and Repainting of the Interior and Exterior of the 200,000 Gallon Country Club Tank #1
 Steel Ground Storage Tank located in Elmhurst, Illinois
- Rehabilitation and Topcoating the Exterior of the 728,500 Gallon West Suburban Well Tank F Bolted
 Steel Ground Storage Tank located in Bolingbrook, Illinois
- Rehabilitation and Repainting of the Interior and Exterior of the 85,000 Gallon Sterling West Plant
 Detention Basin Steel Ground Storage Tank located in Sterling, Illinois
- Rehabilitation and Repainting of the Interior and Exterior of Two Steel Horizontal Tanks, "Sterling West Filter Tanks #1 and #2," located in Sterling, Illinois
- Rehabilitation and Repainting of the Interior and Exterior of the 1,000,000 Gallon Healey Street Steel
 Standpipe located in Champaign, Illinois

- Dismantling and Legal Removal of the 50,000 Gallon DuPage Tank A Steel Elevated Tank located in Woodridge, Illinois
- Rehabilitation and Repainting of the Exterior and Interior of Aldrich Units #7 and #8 located in East St. Louis, Illinois
- Rehabilitation and Repainting of Piping and Accessories for 32 Air Relief Vaults in Lemont, Willow Springs, and Justice, Illinois

In 2014, Tank Industry Consultants evaluated seven tanks in the Illinois American Water system:

- 7th Street Tank 500,000 Gallon Steel Standpipe in Sterling, IL
- Tank A 3,000,000 Gallon Steel Ground Storage Tank in Bolingbrook, IL
- Chicasaw C Tank 250,000 Gallon Steel Elevated Water Tank in Homer Glen, IL
- University Tank #1 1,000,000 Gallon Steel Elevated Water Tank in Peoria, IL
- University Tank #2 1,000,000 Gallon Steel Elevated Water Tank in Peoria, IL
- Waterloo Standpipe 1,000,000 Gallon Steel Standpipe in Columbia, IL
- Fernway Tank A 400,000 Gallon Elevated Single Pedestal Spheroid in Orland Hills, IL

Rehabilitation of the 1,000,000 gallon legged elevated University Tank #1 in Peoria has recently started. TIC prepared specifications for the project, assisted with bidding, and is providing construction phase services during the rehabilitation project.

Indiana American Water Co., Inc.

555 East County Line Road, Suite 201 Greenwood, Indiana 46143 Mr. Roy C. Francis, P.E. (317) 885-2417 roy.francis@amwater.com

In 2014, Tank Industry Consultants evaluated six tanks in the Indiana American Water system:

- Mecca Tank 100,000 Gallon Steel Ground Storage Tank, Mecca, IN
- Merom Tank 50,000 Gallon Steel Elevated Water Tank, Merom, IN
- Clearwell No. 3 2,000,000 Gallon Concrete Ground Storage Tank, Terre Haute, IN
- Madison Street Washwater Tank 290,000 Gallon Elevated Tank, Gary, IN
- Meridian Park Tank 500,000 Gallon Elevated Single Pedestal Spheroid, Greenwood, IN
- Winona Tank 150,000 Gallon Elevated Water Tank, Winona Lake, IN

In addition, TIC completed the design and construction of the New Waveland Tank, and the rehabilitation of the 500,000 gallon Kokomo North Elevated Tank.

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TOWN OF NORMAL

100 East Phoenix Avenue Normal, Illinois 61761 Mr. Steve Gerdes (309) 454-9564

sgerdes@normal.org

Tank Industry Consultants has provided engineering and inspection services for four tanks in the Town of Normal, and has prepared detailed technical specifications and construction phase services for two of the tanks. TIC has prepared specifications and assisted with bidding for the spring/summer rehabilitation of the 500,000 gallon elevated tank.

CITIZENS ENERGY GROUP

1220 Waterway Boulevard
Indianapolis, Indiana 46202
Mr. Jeremy Boyer
Technical Support Engineer
(317) 264-7713
jboyer@citizensenergygroup.com

2013, 2014, and 2015 Tank Evaluations for Citizens Energy Group:

- Beech Grove 2,000,000 Gallon Elevated Tank
- McCordsville 1,000,000 Gallon Composite Elevated Tank
- New Palestine 1,000,000 Gallon Composite Elevated Tank
- White River North Groundwater Treatment Plant Washwater Tank 200,000 Gallon Steel Elevated
- Zionsville 400,000 Gallon Elevated Tank
- 300 North Tank #2 1,000,000 Gallon Elevated Composite Tank
- Ford Road Tank # 1 350,000 Gallon Bolted Steel Ground Storage Tank
- Ford Road Tank # 2 350,000 Gallon Bolted Steel Ground Storage Tank
- Madison Avenue Tank 8,000,000 Gallon Steel Ground Storage Tank
- 300 North Tank 1,000,000 Gallon Fluted Pedestal Water Storage Tank
- Geist #1 Tank 443,000 Gallon Ground Storage Tank
- Geist #2 Tank 443,000 Gallon Ground Storage Tank
- Geist Aerator #1
- Geist Aerator #2
- Geist Aerator #3
- Geist Aerator #4
- Geist 6 Horizontal Pressure Filters
- Geist Plant Piping
- Conservation Club Tank 250,000 Gallon Elevated Water Storage Tank
- W. 146th Street Tank 500,000 Gallon Steel Elevated Water Tank
- Greyhound Pass Plant 150,000 Gallon Underground Tank
- South Well Field Washwater Tank

- TW Moses Washwater Tank
- Bunker Hill Tank 1,000,000 Gallon Steel Fluted Pedestal Water Tank
- Edmonson Tank 4,000,000 Gallon Steel Ground Storage Tank
- Conservation Club Tank 250,000 Gallon Steel Elevated Legged Tank
- Harding Tank #1 443,000 Gallon Bolted Steel Ground Storage Tank
- Harding Tank #2 443,000 Gallon Bolted Steel Ground Storage Tank
- New Harmony 260,000 Gallon Bolted Steel Glass-Lined Standpipe
- 146th Street Tank in Westfield 500,000 Gallon Steel Elevated Legged Tank

FEES

Phase 1		
Exterior Update & Antenna Review Evaluation	Fixed Fee	\$ 2,350.00
Preparation of Specifications	Fixed Fee	\$ 8,950.00
Bid Assistance	Fixed Fee	\$ 1,250.00
Phase 2		
Meeting Attendance - 3 Mtgs @ \$575 ea	Fixed Fee	\$ 1,725.00
Meeting Teleconferences - 3 @ \$275 ea	Fixed Fee	\$ 825.00
Contract Administration	T&E Est	\$ 3,500.00
Resident Inspection of Cleaning & Painting - 14 weeks	T&E Est	\$53,900.00
Final Inspection/Punchlist Preparation	Fixed Fee	\$ 1,250.00
Resident Inspection of Antenna Re-Installation - 3 weeks	T&E Est	\$11,550.00
First Anniversary - optional	Fixed Fee	\$ 2,100.00

T&E (Time and Expense) services will be invoiced in accordance with the rate structure in effect at the time the services are performed. The current rate structure is attached for your review. **The contractors' construction methodology and work force allotment will be the overall determining factor for inspection hours and costs for this project.** The above estimates are based on our experience with similar projects and the project durations outlined in the RFP.

Tank Industry Consultants

Professional Services 2015 Rate Structure

Effective January 1, 2015 through December 31, 2015

Long-Term Resident Ob	oservation
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Technician (travel and on-job time) \$65.75 per hour
Overtime (over 40 hrs/week) \$98.63 per hour
Minimum 32 hours per week
Per Diem \$127.50 per day

Spot Observation

Technician (travel and on-job time)

Per Diem

\$148.50 per day with lodging
\$55.00 per day without lodging
Support Staff

Hourly Rates Shown Below

Engineering and Support Staff

Э	ering and Support Staff	
	Field Services Manager/Contract Administrator	\$111.00 per hour
	Field Superintendent/NACE Certified Technician	\$109.75 per hour
	Overtime (over 40 hrs/week)	\$164.63 per hour
	Minimum 32 hours per week	·
	Project Manager	\$116.25 per hour
	Engineer - E.I.	\$100.75 per hour
	Professional Engineer	\$142.75 per hour
	Licensed Senior Professional Engineer	\$211.50 per hour
	Licensed Principal Engineer	\$240.00 per hour
	Licensed Senior Principal Engineer	\$277.00 per hour
	Safety Director	\$144.50 per hour
	Clerical	\$57.00 per hour

Direct Expenses

• A charge of \$11.25 per hour is added for every office hour worked to cover copying, fax, mail, telephone, long distance, paging, cell phone, trucks, field equipment, and other miscellaneous costs.

MIGER

\$0.82 per mile per vehicle from nearest office
 Indianapolis, IN ● Plainfield, IL ● Pittsburgh, PA ● Houston, TX ● El Paso, TX ● Sacramento, CA

Reimbursable Expenses

- Travel by public transportation at cost, plus 10%.
- All other reimbursable expenses (not otherwise listed on this rate structure) at cost plus 10%.

Subcontract Laboratory Analysis (Fees are doubled for rush service)

Total Lead in Samples by Atomic Absorption Spectroscopy
 Total Metals (Cadmium, Chromium & Lead) in Samples by Atomic Absorption Spectroscopy
 Leachable Lead in Samples by Toxicity Characteristic Leaching Procedure
 \$130.00 per sample
 \$265.00 per sample
 \$548.00 per sample

V. PROPOSAL/CONTRACT FORM

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

PROPOSER:	Submitted Bid Is To Be Considered For Award
Tank Industry Consultants Company Name	Date: April 27, 2015
7740 West New York Street Street Address of Company	Meier@TankIndustry.com Email Address
Indianapolis, IN 46214 City, State, Zip	Penni Snodgrass Contact Name (Print)
317/271-3100 Business Phone	317/372-4857
317/271-3300	Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	Stephen W. Moier, P.E., S.E., Managing Principal Print Name & Title
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.

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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 LRS reporting requirements. The

INESS (PLEASE PI	RINT OR TYPE):		
NAME:	TANK INDUSTR	y Consultants	
Address:	7740 WEST NEV	w York Street	
CITY:	Indianapolis_		
STATE:	Indiana		
ZIP:	46214		
PHONE: 317	271-3100	FAX: 317/271-3300	-
TAX ID #(TIN	: 35-1540516		
		ber, please give your full name)	
ou are supplying a	social security num	ber, please give your full name)	
ou are supplying a		ber, please give your full name)	
ou are supplying a	social security num F DIFFERENT FROM	ber, please give your full name)	_
ou are supplying a IT TO ADDRESS (social security num F DIFFERENT FROM Same	ber, please give your full name) ABOVE):	_
ou are supplying a IT TO ADDRESS (NAME: ADDRESS:	social security num F DIFFERENT FROM Same	ber, please give your full name) ABOVE):	_
ou are supplying a IT TO ADDRESS (NAME: ADDRESS: CITY:	social security num F DIFFERENT FROM Same	ber, please give your full name) ABOVE):	
OU ARE SUPPLYING A IT TO ADDRESS (I NAME: ADDRESS: CITY: STATE:	social security num F DIFFERENT FROM Same	ber, please give your full name) ABOVE):	
OU ARE SUPPLYING A IT TO ADDRESS (NAME: ADDRESS: CITY: STATE: PE OF ENTITY (social security num F DIFFERENT FROM Same	ber, please give your full name) ABOVE):	
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PROPOSER'S CERTIFICATION

With regard to Engineering Services for Water Tower Rehabilitation, proposer Tank Industry Consultants hereby certifies 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: It Shew W Meier
Proposer's Authorized Agent

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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____Social Security Number

Subscribed and sworn to before me this 28th day of April, 2015.

Notary Public

JULIE E. WHITE
Notary Public, State of Indiana
Hendricks County
Commission # 608005
My Commission Expires
August 03, 2017

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Village of Downers Grove

(Fill Out Applicable Paragraph Below)	
(a) <u>Corporation</u> The Proposer is a corporation organized and existing under the laws of the operates under the Legal name of Tank Industry Consultants, Inc., and the are as follows:	
Officer: Stephen W. Meier, P.E., S.E.	
Secretary: Gregory R. Stein, P.E	
Treasurer: Gregory R. Stein, P.E. and it does have a corporate seal. (In the event that this bid is executed by attach hereto a certified copy of that section of Corporate By-Laws or of Corporation which permits the person to execute the offer for the corporation of the corporation which permits the person to execute the offer for the corporation.	other authorization by the
(b) <u>Partnership</u> 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	
(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 days of the award of the contract?	e requirements within 13
Insurer's Name Tank Industry Consultants, Inc.	
Agent MJ Schuetz Insurance Services	
Street Address 55 Monument Circle, Suite 500	
City, State, Zip Code Indianapolis IN 46204	

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Village of Downers Grove

Telephone Number 317-639-5679
I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.
Print Name of Company: Tank Industry Consultants
Print Name and Title of Authorizing Signature: Stephen W. Meier, P.E., S.E., Managing Principal
Signature: Supher W Mein
Date: April 27, 2015

Suspension or Debarment Certificate

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

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

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

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

Company Name: Tank Industry Consulta	nts
Address: 7740 West New York Street	
City: Indianapolis, IN	Zip Code: 46214
Telephone: (317) 271-3100	Fax Number: (317) 271-3300
E-mail Address: Meier@TankIndustry.co	
Authorized Company Signature:	pher W Meier
(Print)Name: Stephen W. Meier, P.E., S.	ETitle of Official: Managing Principal
Date: April 27, 2015	

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Campaign Disclosure Certificate

Any contractor, proposer, Proposer 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.

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/Proposer/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:

Proposer/vendor has <u>not</u> contri five (5) years.	ibuted to any elected Village position within the last
Signature Winder	Stephen W. Meier, P.E., S. E. Print Name
☐ Proposer/vendor has contribute the Village Council within the last five	ed a campaign contribution to a current member of e(5) years.
Print the following information: Name of Contributor:	
	(company or individual)
To whom contribution was made:	
Year contribution made:	Amount: \$
Signature	Print Name

MOT 2015-6282 Page 52 of 52



Village of Downers Grove Contractor Evaluation

Contractor: <u>Tank Industry Consultants</u>

Project: <u>Maple Avenue Water Tower Rehabilitation</u>

Primary Contact: Mike Doolittle Phone: 1-317-271-3100

Time Period: 2012 – 2013

On Schedule: X yes O no

Provide details if early or late completion: Completion of this project was delayed as a result of the unprecedented drought and higher than average daily water use. TIC ensured that the contractor worked diligently toward completion while meeting contract specifications.

Change Orders (attach information if needed): In 2011, the Village entered into a contract with Tank Industry Consultants for design and construction observation for the Maple Avenue Water Tower Rehabilitation project. The drought conditions of that summer delayed the start of the project and high winds and rain lengthened the construction time frame in the fall. As a result, additional on-site observation time was needed to provide the optimal level of oversight and quality control. Staff and TIC originally expected 13-15 weeks of construction observation, but their resident observer was needed for 16.5 weeks.

Difficulties / Positives: TIC did well preparing the specifications and inspecting the work of the contractor. Their work ultimately resulted in a quality project that will ensure that the Maple tower remains in service for years to come.

Interaction with public:

X excellent • good • average • poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

X Well Satisfied • Satisfied • Not Satisfied

Should the Village contract with this vendor in the future? X Yes • No

Reviewer: Stan Balicki

Date: June 8, 2015