

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**3/22/2016**

|   |  |
|---|--|
| <b>SUBJECT:</b>   | <b>SUBMITTED BY:</b>                   |
| 2016 Design and Oversight for Parking Deck Rehabilitation and Maintenance (P-013) | Nan Newlon<br>Director of Public Works |

**SYNOPSIS**

A motion is requested to award a contract for the Design and Oversight for Parking Deck Rehabilitation and Maintenance to Walker Parking Consultants/Engineering, Inc. dba Walker Restoration Consultants, of Elgin, Illinois in an amount of \$42,460.00.

**STRATEGIC PLAN ALIGNMENT**

The Goals for 2015-2017 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY16 Budget includes \$50,000 in the Parking Fund for consultant services for design and construction oversight for this project.

**RECOMMENDATION**

Approval on the March 22, 2016 consent agenda.

**BACKGROUND**

The Village's parking deck was constructed in 2004. To provide a functional facility and extend the service life of the deck, the Village should complete proper preventive and proactive maintenance repairs to minimize more costly future repairs. In 2015 the Village commissioned the development of a Parking Deck Maintenance Plan. This plan consists of an assessment of the current condition of the parking deck along with an annual repair plan forecasting the next ten-years of recommended maintenance activities and estimated costs for budgeting purposes. The plan also discusses significant longer-term maintenance and replacement requirements so that planning may begin for some of these more costly items.

In February, 2016, the Village issued a Request for Qualifications (RFQ) for this project which includes both the structural elements of the parking deck as well as the security system. Ten consultants responded to the RFQ. Four consultants were selected to submit proposals, with all four firms responding. The major work items included in the proposal's scope of services include:

- Provide an updated review of the structure to visually review the physical condition of the structural elements of the parking structure.

- Obtain work item quantities for development of repair documents and provide an opinion of probable costs
- Prepare construction documents including drawings, specifications in CSI format and bid forms for the agreed upon repair scope and provide a complete set bid documents
- Provide bidding assistance.
- Provide construction administration and observation services
- Provide closeout documents

After reviewing the proposals, Walker Restoration Consultants was identified as the firm whose proposal best meets the needs of the Village. They have successfully performed similar work for hundreds of parking structures for multiple companies, agencies and municipalities, including the Village of Palatine, City of Elgin and the City of Aurora. Staff recommends award of this contract to Walker Restoration Consultants.

## **ATTACHMENTS**

Contract Documents



**WALKER**  
RESTORATION CONSULTANTS

# Village of Downers Grove

Design and Oversight for Parking Deck  
Rehabilitation and Maintenance  
Proposal P-013

February 19, 2016





Walker Restoration Consultants  
505 Davis Road  
Elgin, IL 60123

Voice: 847.697.2640  
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[www.walkerrestoration.com](http://www.walkerrestoration.com)

February 19, 2016

Mr. Matthew Mayer  
Traffic Manager - Public Works  
**Village of Downers Grove**  
5101 Walnut Avenue  
Downers Grove, IL 60515

Re: Proposal P-013 Design and Oversight for Parking Deck Rehabilitation and Maintenance

Dear Mr. Mayer:

Walker Restoration Consultants, as part of the largest parking firm in the world, wants to bring our wealth of knowledge to Downers Grove to provide design and oversight to your parking deck rehabilitation and maintenance project. We understand you have reviewed our qualifications and now ask for this proposal to decide which firm is the best fit for your Village. You have engaged various parking consultants over the years to design, study and restore parking, but have yet to witness firsthand the quality and outstanding engineering that comprise Walker's reputation.

Downers Grove has a vibrant downtown with everything visitors, staff and residents need. Let us help you continue to be an attractive community by allowing your parking to serve its intended use. Not only is parking expensive, it's necessary. When you have a strong plan backed by knowledge of the proper repairs projected over a life expectancy, parking can be properly managed. The Village has other priorities, so we propose that Walker assist you with parking, allowing you to better focus on other priorities within the Village.

Hiring Walker will make your life easier! Parking is what we do every day, not something that is just a part of our business – it is our life! We have more Chicago area municipal parking experience than any other firm. In Downers Grove we have worked on Advocate Good Samaritan Hospital, Midwestern University and the former Spiegel, to name a few. In addition, Walker has worked throughout the Chicagoland area including La Grange, Lisle, Naperville, Aurora, Berwyn, Oak Brook, Rockford, Rosemont, Schaumburg, Elgin, Geneva, Hoffman Estates, St. Charles, Joliet and Carol Stream. Please talk to your neighbors to see how Walker made their lives easier.

We are available to further discuss our qualifications/proposal and available to meet in person as you deem necessary.

Sincerely,

A handwritten signature in blue ink that reads "Daniel E. Moser".

Daniel E. Moser, S.E., P.E.  
Principal-In-Charge



Proposal P-013 Design and Oversight for Parking Deck Rehabilitation and Maintenance  
Prepared for the Village of Downers Grove

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# 1. Project Understanding / Approach

Proposal P-013 Design and Oversight for Parking Deck Rehabilitation and Maintenance  
Prepared for the Village of Downers Grove

## Project Understanding / Approach

At your request, we are pleased to submit this proposal for consulting engineering services related to preparation of bid documents and observation during construction associated with the maintenance repairs to the parking structure. Based upon the Village RFQ, the purpose of our work is to:

- Provide an updated review of the parking structure to identify the scope of the maintenance repairs for 2016 and that the O&S Associates report dated April 23, 2015 has not changed.
- Develop repair documents for competitive bidding.
- Provide field observation during implementation of the maintenance repairs.

### PROJECT UNDERSTANDING AND APPROACH

The Village of Downers Grove owns and maintains a five story parking structure in the Downtown Business District. The parking structure was constructed in 2004 and offers public and employee parking for approximately seven hundred seventy eight vehicles. The structural system is composed of cast-in-place, post-tensioned floor slabs and beams supported by cast-in-place conventionally reinforced concrete columns. The façade of the parking garage is constructed with precast concrete wall panels and column covers with thin set brick finish, concrete masonry unit walls, and curtain wall glazing panels. An underground storm water retention facility exists below ground level. The building foot print is approximately 278' long by 187' wide.

In 2015, a condition assessment of the parking structure was performed by O&S Associates. In their report, a ten-year budget plan was provided for repair and maintenance of the structure. We understand that the Village of Downers Grove would like to implement a three-year repair and maintenance plan to address the Priority 1 repairs recommended in the 2015 Parking Deck Maintenance Plan and Condition Assessment Report. Additionally, the Village would like to assess the condition of the parking structure call-box and security systems and analyze the current configuration and layout relative to current industry standards and regulations.

The twelve year old parking structure appears to be exhibiting typical signs of deterioration due to normal use of the structure. Generally, the required maintenance and repair items are related to routine maintenance replacement of sealants, expansion joints, traffic coatings and other water proofing systems. Additionally, active water leakage due to cracks in the slab and joint openings was noted and has damaged existing conduits, pipes, doors, windows and paint at miscellaneous locations.

Most importantly, cracking and concrete spalling was noted in the columns and ceiling surfaces, typically at the façade connections. The assessment determined that rigid connections were made between the façade panels and the concrete structure which do not allow for the necessary thermal and shrinkage movements of the structure to occur, thereby forcing the concrete to crack or spall. Due to the observed conditions, it was recommended that the connections be re-designed and the damage repaired.

Walker Restoration Consultants recommends that the Village employ the services of AON to provide parking security systems expertise that will best meet the Village's needs. Walker will be responsible for developing the construction documents for the maintenance repairs and provide construction administration services. AON consulting, through a direct contract with the Village, will perform the call-box and security system assessment and will provide recommendations of any remedial work necessary. Walker will be responsible for overall project coordination.

Our approach is divided into two tasks, each occurring on an annual basis. First, we will perform a visual review of the structure to evaluate the recommended remedial and preventative work outlined in the 2015 repair plan for years 2016, 2017 and 2018, and verify that the anticipated priorities and repairs are adequate. After the review has been completed, we will develop a scope of repairs for the three years, provide an opinion of the probable costs of the repairs, and prioritize

Proposal P-013 Design and Oversight for Parking Deck Rehabilitation and Maintenance  
Prepared for the Village of Downers Grove

## Project Understanding / Approach

the repairs so that they fit within the previously established maintenance budgets. Once the assessment is complete and a scope agreed upon, we will develop repair documents outlining the work for a contractor and meet with you to answer any questions.

Finally, once the construction documents have been finalized, we will work with you during the bidding and construction phases of the repairs. This will typically include: setting up a pre-bid meeting with your preferred contractors and our recommended restoration contractors, reviewing submitted bids and providing a recommendation for a contractor that will best fit the requirements of the Village, hosting a kick-off construction meeting to review the site conditions and repairs with the Village and the contractor, answering contractor questions, review submittals, shop drawings, change order requests, and payment applications, perform site visits, and aid in project closeout. A detailed scope of work follows.

### SCOPE OF SERVICES

#### PREDESIGN SERVICES, CONSTRUCTION DOCUMENTS PREPARATION AND BIDDING

The following specific tasks will be provided on an hourly rate basis and will be addressed in our maintenance repairs:

1. Provide an updated review of the structure to visually review the physical condition of the structural elements of the parking structure. We will:
  - a. Visually review, quantify and document existing adverse and deteriorated conditions in readily visible areas.
  - b. Identify details that will affect construction costs and proper installation of specified materials.
  - c. Define conditions and need for special details that may be required for the repairs based on visual observations.
  - d. Assess the condition of the parking deck call-box and security equipment and analyze the current configuration and layout relative to current industry standards. This will be performed during the first year only.
2. Based on your selection of maintenance repairs, we will:
  - a. Select the most appropriate repair approach/methods.
  - b. Develop comprehensive work item lists.
  - c. Obtain work item quantities for development of repair documents and provide an opinion of probable costs for repairs.
  - d. Phase the work based upon your budget.
3. Discuss and confirm the scope of the repair work with you.
4. Prepare documents including drawings, specifications in CSI format and bid forms for the agreed upon repair scope.
  - a. The drawings will include plans outlining the location and extent of repair work as well as general notes, summary of quantities, typical details and construction phasing plans.
  - b. The specifications will outline the material and workmanship requirements. These will establish the requirements for quality repairs and provide tools for enforcement of quality control during the site observations.
  - c. The bid forms will contain the repair scope work items to be bid on a unit price basis. This will establish unit prices during the bidding phase to allow the pricing of change orders where quantities differ than those anticipated during the design phase. The repair program for all three years will be shown, but only the first year repairs will be bid. As a part of their bid, the bidding Contractors will be required to submit a qualification statement.
5. Prepare instructions to bidders and a set of conditions that include site-specific instructions and special requirements with respect to minimizing dust and disruption. The Village of Downers Grove General Conditions will be included by reference.
6. Either prepare front end documents based upon standard AIA documents or prepare and submit the necessary



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## Project Understanding / Approach

- information for the Village of Downers Grove to complete their front end documentation.
7. Submit the Construction Documents at 50%, 90% and 100% for your review and comment. We will meet to discuss your comments.
  8. Meet with representatives of the Village to receive your comments and discuss any questions you may have.
  9. Incorporate your comments into the Construction Documents.
  10. Provide a complete set of the Construction Documents (both drawings and specifications) in PDF format for printing and distribution by the Village of Downers Grove.
  11. Conduct a pre-bid conference on site for bidding general contractors to answer questions and review the limitations and extent of work required by the construction documents.
  12. Answer any technical questions during the bidding process and issue an addendum, if needed.
  13. Assist in the evaluation of bids, including the submitted contractor qualifications, and negotiations with contractors bidding on the repair work and make a recommendation for awarding the contract.

### CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES

The following professional engineering services will be provided on an hourly rate basis during the Construction Phase:

1. Assist the Village in reviewing the submitted bids for the project.
2. Conduct a preconstruction conference at the construction site to review the requirements of the project.
3. Review shop drawings and material submittals to be received from the general contractor as required by our Construction Documents.
4. Conduct at least one site visit per week during the repairs to review construction for general conformance with the design intent of the specifications and drawings and to document repair quantities. Provide field reports at the end of each site visit documenting the work observed and any clarifications to the construction drawings. We have anticipated that repairs will run for the summer months.
5. Coordinate material testing as necessary and review results.
6. Coordinate and attend monthly progress meetings during construction to review project progress. It is anticipated that the progress meetings will be conducted in conjunction with site observation visits to minimize the total number of site visits.
7. Review and approve monthly pay requests. Review change order requests.
8. Make a final punch list visit towards the project completion with the Village's Project Manager.
9. Assist in resolution of field problems, when necessary.
10. Provide closeout documents including new details, product information, record drawings and warranties, as applicable.

The services proposed by AON are attached as an Exhibit. We recommend the Village contract directly with AON for the required security consulting services.

### GENERAL PROJECT APPROACH PHILOSOPHY

Walker has significant experience in parking structure evaluation, appropriate and practical repair design and overseeing repair implementation. By significant experience, we literally draw on the experience developed from performing these services for thousands of parking structures, a claim no other consultant can back up.

With this extensive experience, Walker has learned that the key to successful parking structure repair projects starts with proper initial evaluation programs targeted to each parking structure. If experienced people evaluate these structures, then the correct repair program and repair quantities can be established from the start which significantly minimizes repair cost overruns, the biggest challenge in these types of projects.

If repair cost overruns do occur, then again it is experience, which Walker has the most of, that helps to minimize the impact by proper re-planning and prioritizing the rest of that year's repairs for a particular parking structure. We will work closely with you throughout the repairs and give you the benefit of our extensive experience.

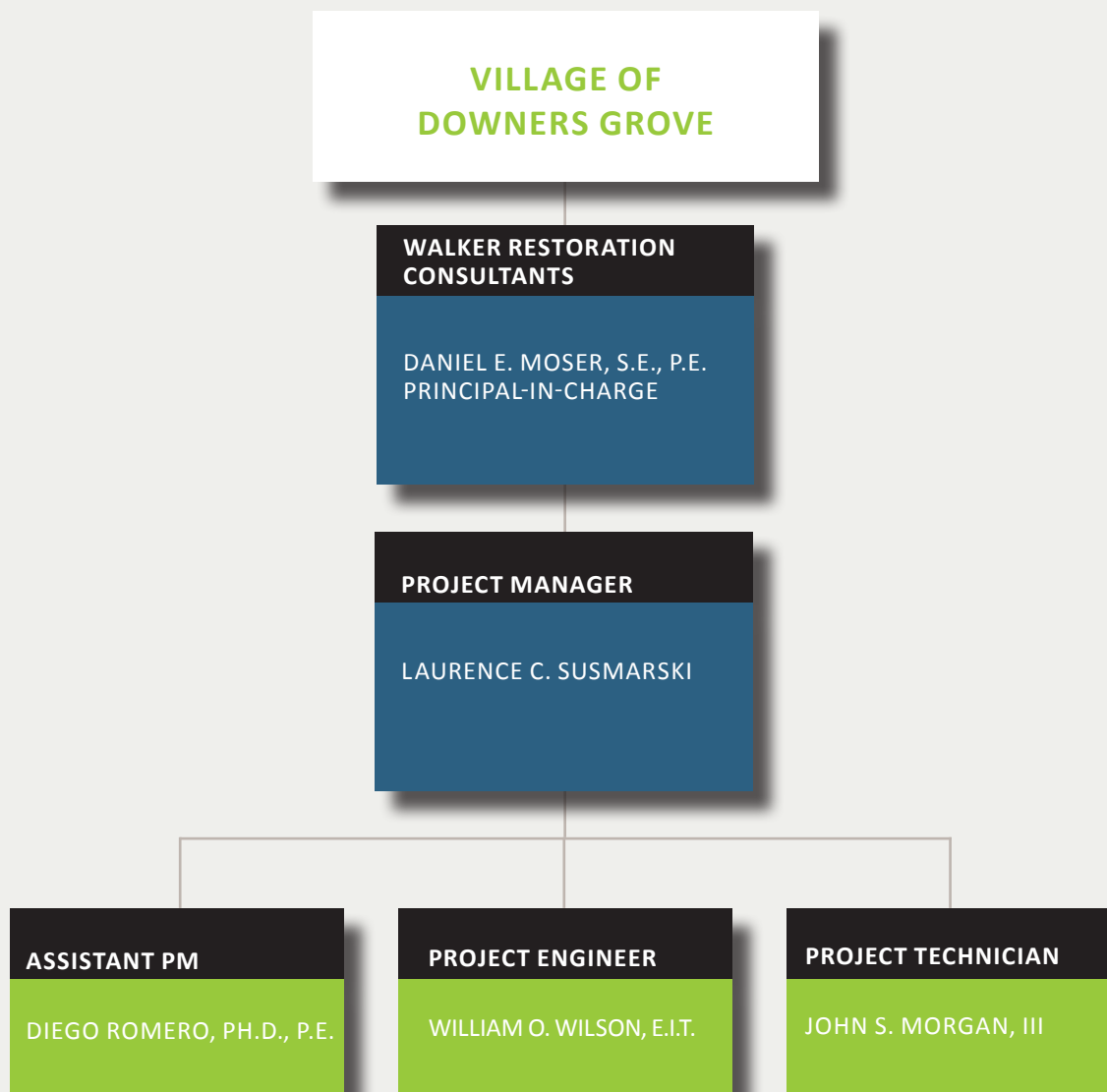
# 2. Project Organizational Chart

Proposal P-013 Design and Oversight for Parking Deck Rehabilitation and Maintenance  
Prepared for the Village of Downers Grove

**Project Organizational Chart**

The success of your project will depend upon a wide variety of factors. No factor is more important than the people who will work on the project. The team we have assembled for your project has been carefully selected to provide the specialized services that your project requires. Our team clearly understands your project needs and requirements.

Our project team will be organized as follows:



# 3. Proposed Project Schedule

Proposal P-013 Design and Oversight for Parking Deck Rehabilitation and Maintenance  
Prepared for the Village of Downers Grove

## Proposed Project Schedule

### PROJECT SCHEDULE

We are prepared to start the work after March 23, 2016. We have proposed the following tentative schedule for this work:

#### 2016 MAINTENANCE AND REPAIRS:

50% Review documents completed by April 20, 2016  
90% Review documents completed by May 18, 2016  
100% Documents completed by May 25, 2016  
Advertisement for bid June 8, 2016

#### 2017 MAINTENANCE AND REPAIRS:

To be determined

#### 2018 MAINTENANCE AND REPAIRS:

To be determined

Walker is dedicated to providing our clients with engineering services that meet project requirements. To meet this goal, we are available to review this proposal with you at your convenience and adapt the work scope as deemed necessary.

We appreciate this opportunity to present our services to the Village of Downers Grove and hope we may hear favorably from you.

# 4. Proposed Cost , Hourly Personnel Requirements and Rates

Proposal P-013 Design and Oversight for Parking Deck Rehabilitation and Maintenance  
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Proposed Overall Not-To-Exceed Cost

PROFESSIONAL ENGINEERING FEES AND EXPENSES

2016 Professional Engineering Services Hour Projections

| Personnel                 | Predesign Services,<br>Construction Documents<br>and Bidding (Hours) | Construction Administration<br>and Observation (Hours) |
|---------------------------|--|--|
| Principal                 | 6  | 8  |
| Project Manager           | 16   | 20   |
| Assistant Project Manager | 24   | 22   |
| Project Engineer          | 16   | 6  |
| Project Technician        | 16   | 4  |

2017 Professional Engineering Services Hour Projections

| Personnel                 | Predesign Services,<br>Construction Documents<br>and Bidding (Hours) | Construction Administration<br>and Observation (Hours) |
|---------------------------|--|--|
| Principal                 | 2  | 2  |
| Project Manager           | 8  | 10   |
| Assistant Project Manager | 16   | 12   |
| Project Engineer          | 2  | 5  |
| Project Technician        | 12   | 2  |

2018 Professional Engineering Services Hour Projections

| Personnel                 | Predesign Services,<br>Construction Documents<br>and Bidding (Hours) | Construction Administration<br>and Observation (Hours) |
|---------------------------|--|--|
| Principal                 | 2  | 2  |
| Project Manager           | 7  | 10   |
| Assistant Project Manager | 16   | 12   |
| Project Engineer          | 4  | 5  |
| Project Technician        | 12   | 2  |

Professional Engineering Services Fees and Expenses Based on Walker's Hourly Cost Rates.

| Year               | Predesign Services,<br>Construction Documents<br>and Bidding | Construction Administration<br>and Observation | Not To Exceed Total |
|--------------------|--|--|---------------------|
| 2016               | \$ 13,200.00   | \$ 10,800.00                                   | \$ 24,000.00        |
| 2017               | \$ 6,600.00  | \$ 5,400.00                                    | \$ 12,000.00        |
| 2018               | \$ 6,600.00  | \$ 5,400.00                                    | \$ 12,000.00        |
| <b>Total Fees*</b> | <b>\$ 26,400.00</b>  | <b>\$ 21,600.00</b>                            | <b>\$ 48,000.00</b> |

\*All fees quoted include expenses. Fees are based upon O&S Associates' proposed maintenance and repair program for years 2016, 2017 and 2018.

\*AON's proposed fees and scope are not included in Walker's proposed services. The services proposed by AON are attached as an Exhibit. We recommend the Village contract directly with AON for the requested security consulting services.

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Prepared for the Village of Downers Grove

Current Hourly Rates (Restoration Basic Services)

PRINCIPALS

Principal.....\$240.00

PROJECT MANAGEMENT

Senior Project Manager.....\$230.00

Project Manager.....\$195.00

Assistant Project Manager .....\$155.00

RESTORATION CONSULTANTS

Senior Restoration Consultant.....\$230.00

Restoration Consultant.....\$195.00

Assistant Restoration Consultant .....\$160.00

Restoration Specialist .....\$155.00

DESIGN

Senior Engineer / Senior Architect .....\$190.00

Engineer/ Architect .....\$165.00

Designer .....\$155.00

TECHNICAL

Senior Technician .....\$140.00

Technician.....\$125.00

SUPPORT

Senior Administrative Assistant / Business Manager .....\$100.00

Administrative Assistant .....\$ 80.00



# 5. Subconsultant - Parking Call-Box and Security Equipment

Proposal P-013 Design and Oversight for Parking Deck Rehabilitation and Maintenance  
Prepared for the Village of Downers Grove

Exhibit Security Consulting Services Proposed by AON



February 18, 2016

Via Email  
mmayer@downers.us

Mr. Matthew Mayer  
Traffic manager – public works  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, IL 60515

Re: Security System Assessment Services  
Downers Grove Parking Garage  
Downers Grove, Illinois  
AGRC Security Proposal No. 16-0360

Dear Mr. Mayer:

Aon Global Risk Consulting | Security Consulting and Design (AGRC Security), a division of Aon Fire Protection Engineering Corporation (Aon FPE), is pleased to submit this proposal to provide security consulting and assessment services to The Village of Downers Grove (Client) for the referenced project.

AGRC Security's envisioned involvement in this project is to provide a conditional assessment for a 778 stall parking deck that is located east of Main Street and south of Curtiss Street, at the southern terminus of Mochel Drive, in the Village of Downers Grove, Illinois. The purpose of the conditional assessment is to review the existing parking deck call-box and related equipment, and analyze the current configuration and layouts. The initial assessment shall be utilized to develop the design of a new/updated call-box system for the parking structure.

## Basic Services

The Basic Services to be provided by AGRC Security for the referenced project are as follows:

### Conditional Assessment

- Attend a single (1) kickoff meeting via telephone/WebEx to ascertain Project expectations and desired features of the new/updated call-box system.
  - The kickoff meeting shall involve relevant stakeholders (Client and related Project team representatives) who are familiar with the operation and use of the call-box system, as well as desired features and functionalities of a new system.
- A single (1) day has been budgeted for the onsite conditional review of the installed state of the call-box system at the parking deck.
- AGRC Security shall evaluate all available and obtained information and prepare a single (1) draft report outlining available options, recommendations and a probable opinion of costs for the most viable options identified.
- Attend a single (1) meeting, via telephone/WebEx, to review the report with the Client. Identify comments, concerns or questions the Client has and incorporate them into a final analysis.

Aon Global Risk Consulting | Security Consulting and Design  
4 Overlook Point | Lincolnshire, IL 60069  
t +1.847.442.6300 | f +1.847.442.6500 | aonsecurity.com

Proposal P-013 Design and Oversight for Parking Deck Rehabilitation and Maintenance  
Prepared for the Village of Downers Grove

Exhibit Security Consulting Services Proposed by AON

- Prepare and submit a single (1) finalized version of the report.

#### Design Services

- Upon approval of the assessment report, develop security bid drawings and specifications for the call-box system during the Construction Document phase.
- Prepare and submit 50% Construction Document package consisting of drawings, specifications and a probable opinion of costs to the Client for review.
- Prepare and finalize line diagram/riser and installation detail diagrams.
- Develop a single (1) letter outlining the trade coordination requirements for an operable call-box system, which could include, but is not limited to: civil, telecommunications, and electrical. Submit letter to the Client for distribution to the design team.
- Prepare and submit 90% Construction Document package consisting of drawings, specification line diagram/riser and installation detail diagrams and a probable opinion of costs to the Client for review.
- Attend a single (1) meeting, via telephone/WebEx, to review the 90% package with the Client. Identify comments, concerns or questions the Client has and incorporate them into a final analysis.
- Finalize the call-box system design package and submit a single (1) 100% Construction Document package to the Client. The final package shall include all the necessary items for cost competitive bids from security contractors.

#### Bidding Phase

- Review a single (1) set of security system bids from up to three (3) contractors and provide a letter summarizing our findings and recommendations.
- Provide written responses to Contractor's requests for information (RFIs) during the bidding phase. Four (4) hours are budgeted.

#### Construction Administration

- Review one (1) complete security system submittal including call-box system shop drawings, samples and other information furnished by the contractor for conformance with the design concept and compliance with the Construction Documents.
- Perform one (1) final walk-through at the completion of construction to document any outstanding deficiencies with the security system required to be corrected prior to close-out of the project. Prepare a final acceptance letter, which will identify any deficiencies found during the final walk-through. Submit the same to the Client.

#### Professional Fee

AGRC Security's fee for Basic Services will be as follows:

| Basic Services              | Fee        |
|-----------------------------|------------|
| Conditional Assessment      | \$6,160.00 |
| Design Services             | \$9,000.00 |
| Bidding Phase               | \$1,500.00 |
| Construction Administration | \$1,800.00 |

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Exhibit Security Consulting Services Proposed by AON

**Total** **\$18,460.00**

The fee for Basic Services does not include Additional Services described herein.

AGRC Security's fee shall be paid monthly in proportion to services performed.

If the project is canceled prior to completion of AGRC Security's services, AGRC Security's charges will be based upon the actual time expended at the Billing Rates in effect at the time of project cancellation, not to exceed the quoted fee.

### Reimbursable Expenses

Reimbursable Expenses are included in the fee for Basic Services.

The Client agrees to reimburse AGRC Security for any transportation and/or living expenses incurred by AGRC Security as a result of the Client canceling or rescheduling a meeting or site visit. These expenses will be billed at cost plus ten percent.

### Additional Services

This proposal contemplates a scope of service based upon one project scheme. Major project revisions outside of AGRC Security's control or responsibility that will require rework of completed work or more extensive work than originally agreed upon will be considered Additional Services.

Additional Services also include all work (such as additional consultation, meetings, or revisions) not outlined in Basic Services including, but not limited to:

- Additional meetings, reports, submittals, or drawing/report revisions or alternations not outlined in the Basic Services above.
- Security policy/procedure development.
- Revit/BIM drawing development.
- IT/Network consulting and design.
- Design and consultation services for security systems other than the call-box system and related equipment.

Client may request or it may become necessary for AGRC Security to perform Additional Services in order to further the objectives of the Project. Whenever reasonably possible, AGRC Security will notify Client in advance of AGRC Security's intention to perform the particular Additional Service, and Client's failure to instruct AGRC Security not to perform the Additional Service shall be considered Client's acquiescence in AGRC Security's performance of the Additional Service and agreement to pay for it. Notwithstanding any other description of Basic or Additional Services, any services which Client requests AGRC Security to perform after final payment has been made to the contractor(s) or more than 60 days after the project has been certified to be substantially complete shall be considered Additional Services. Any modifications or changes requested by Client inconsistent with Client's prior approval(s) shall be considered Additional Services.

AGRC Security's fees for authorized or requested Additional Services will be based upon Billing Rates in effect at the time services are performed. Reimbursable Expenses associated with authorized or requested Additional Services will be based upon the schedule in effect at the time services are performed.

Security System Assessment Services  
Downers Grove Parking Garage  
Downers Grove, Illinois

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February 18, 2016  
AGRC Security Proposal No. 16-0360

Proposal P-013 Design and Oversight for Parking Deck Rehabilitation and Maintenance  
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Exhibit Security Consulting Services Proposed by AON

## Client's Responsibilities

The Client agrees to:

- Provide digital architectural drawings in a format compatible with AutoCAD 2016.
- Arrange meetings.

## Terms and Conditions

This proposal is valid for 60 days.

This proposal is based on a mutually agreeable work schedule.

**Surveys and reviews to be performed by AGRC Security are fully defined by the scope of services of this proposal.**

All drawings, specifications, reports, and electronic media are copyright by AGRC Security. Copies retained by the Client shall be utilized only for this project, not for the purpose of construction of any other projects.

AGRC Security and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site(s), including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

AGRC Security is part of Aon Fire Protection Engineering Corporation. Invoices will be issued by and paid to Aon Fire Protection Engineering Corporation. Aon invoices are due upon receipt. Accounts unpaid for 45 days from the date of invoice are subject to a 1.5 percent per month service charge. Accounts unpaid for 75 days from the date of invoice will be cause for AGRC Security to suspend all performance under this Agreement upon a 14-day written notice, unless payment in full is received within 14 days from the date of the written notice. In the event of a suspension of services, AGRC Security shall have no liability for any delay or other damage, contractual or otherwise, caused by or arising out of the suspension of services for nonpayment. Acceptance by Aon of any payment more than 75 days old shall not serve as a waiver of AGRC Security's contractual right to suspend services for nonpayment.

In the event the Client fails to pay within 45 days from the date of the invoice, AGRC Security reserves the right to retain counsel and/or commence litigation to collect the account. In the event AGRC Security retains counsel and/or commences litigation to collect the account, the Client agrees to indemnify and hold AGRC Security harmless from any and all loss, liability costs and expenses including, but not limited to, reasonable attorney fees and other litigation expenses arising out of AGRC Security's efforts to collect the invoice. The Client consents to and agrees to submit to jurisdiction and venue in the courts of the State of Illinois for any litigation commenced by AGRC Security to collect the account. This Agreement shall be construed and interpreted according to the laws of the State of Illinois.

Any representations, recommendations, opinions, or conclusions relating to the work performed by AGRC Security must be made in writing by duly authorized AGRC Security representatives. AGRC Security will not be bound by any oral representations, recommendations, opinions, or conclusions.

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The Client agrees to indemnify AGRC Security for any expenses which AGRC Security may incur as a result of the Client's negligence or of negligence of any contractor hired by the Client.

In recognition of the relative risks and benefits of the project to both AGRC Security and the Client, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of AGRC Security and AGRC Security's parent, affiliated and subsidiary companies (Aon's companies) for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the aggregate liability of AGRC Security and Aon's companies shall be limited to U.S. \$1,000,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**By executing this proposal, the Client has read all of the terms and conditions of this proposal and fully understands their contents. The execution of this proposal confirms the Client's understanding and acceptance of those terms.**

To initiate our services, please sign and return this proposal along with the Billing Contact Information page (last page), at your earliest convenience; or provide a written (email) notice to proceed agreeing with the scope, pricing, and terms and conditions stated herein.

If you have any questions regarding this proposal, please contact me at 847.442.6207 or at [sean.ahrens@aon.com](mailto:sean.ahrens@aon.com).

**Submitted By:**

**Aon Fire Protection Engineering Corporation  
(Aon Global Risk Consulting | Security Consulting and Design)**



Sean A. Ahrens, CPP, CSC, BSCP  
Practice Leader, Security Consulting and Design

**Accepted By:**

**Village of Downers Grove**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Plb (rjff/ka)

Please complete the Billing Contact Information on the following page.

Security System Assessment Services  
Downers Grove Parking Garage  
Downers Grove, Illinois

Proposal P-013 Design and Oversight for Parking Deck Rehabilitation and Maintenance  
Prepared for the Village of Downers Grove

Exhibit Security Consulting Services Proposed by AON

### Billing Contact Information

Please provide the following information regarding project billings with your signed proposal.

#### Invoice Mailings:

Name:

Address:

City, State, Postal Code:

Job Site Address:      Yes  No

Phone:

Fax:

Email:

#### Billing Contact for Future Inquiries:

Name:

Address:

City, State, Postal Code:

Phone:

Fax:

Email:

Please indicate any reference numbers (P.O. Numbers, Job Numbers, etc.) that you would like us to indicate on our invoices: \_\_\_\_\_

Signature: \_\_\_\_\_

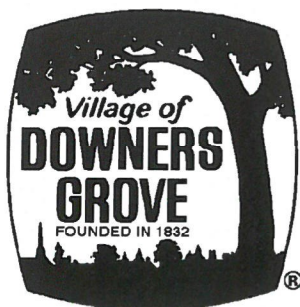
Print Name: \_\_\_\_\_

# 6. Village of Downers Grove RFQ/RFP Proposal





## Village of Downers Grove



## REQUEST FOR QUALIFICATIONS / PROPOSAL (Professional Services)

Name of Proposing Company: Walker Restoration Consultants

Project Name: **Design and Oversight for Parking Deck Rehabilitation and Maintenance**

Proposal No.: P-013

Statement of Qualifications Due: Friday, January 29, 2016 @ 10:00 A.M. – Public Works  
Pre-Proposal Conference: Not Required

**Required of Awarded Contractor:**

Certificate of Insurance: Yes

Legal Advertisement Published: Friday, January 15, 2016

This document consists of 29 pages (Plus 56 pages in Exhibit A)

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

MATTHEW MAYER  
TRAFFIC MANAGER – PUBLIC WORKS  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-6863  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

## Village of Downers Grove

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

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

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

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

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

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

## Village of Downers Grove

# I. REQUEST FOR QUALIFICATIONS

## 1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Statement of Qualifications (SOQ) documents up to **Friday, January 29, 2016 @ 10:00 A.M.**
- 1.2 SOQs must be received at the Village of Downers Grove by the time and date specified. SOQs received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 SOQs shall be sent to the Village of Downers Grove, ATTN: MATTHEW MAYER, in a sealed envelope marked "SEALED SOQ". The envelope shall be marked with the name of the project, date, and time set for receipt of SOQs.

## 2. STATEMENT OF QUALIFICATIONS

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

## Village of Downers Grove

please identify the physical location of the project team members.

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

## II. REQUEST FOR PROPOSALS

### 1. GENERAL

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

### 2. PREPARATION OF PROPOSAL

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

## Village of Downers Grove

the written amount will govern.

- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

**3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

**4. RESERVED RIGHTS**

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

## Village of Downers Grove

**III. TERMS AND CONDITIONS****1. VILLAGE ORDINANCES**

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

**2. USE OF VILLAGE'S NAME**

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

**3. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

**4. NONDISCRIMINATION**

- 4.1 Proposer shall, as a party to a public contract:

4.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

4.1.2 By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

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

**5. SEXUAL HARASSMENT POLICY**

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

## Village of Downers Grove

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

**6. EQUAL EMPLOYMENT OPPORTUNITY**

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

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



## Village of Downers Grove

contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

## 7. **DRUG FREE WORK PLACE**

- 7.1 Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
  - Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 7.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 7.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 7.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of

## Village of Downers Grove

any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.

- 7.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 7.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

## 8. PATRIOT ACT COMPLIANCE

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

## 9. INSURANCE REQUIREMENTS

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

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

## Village of Downers Grove

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

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

## Village of Downers Grove

this Contract pursuant to its terms.

- 9.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise the Proposer or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Proposer or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 9.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Proposer or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Proposer and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 9.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 10. CAMPAIGN DISCLOSURE**
- 10.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 10.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 10.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 10.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code

## Village of Downers Grove

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

**11. SUBLETTING OF CONTRACT**

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

**12. TERM OF CONTRACT**

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

**13. TERMINATION OF CONTRACT**

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

**14. BILLING & PAYMENT PROCEDURES**

- 14.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 14.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 14.3 Please send all invoices to the attention of Nate Hawk, Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

**15. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

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

## Village of Downers Grove

**16. STANDARD OF CARE**

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

**17. GOVERNING LAW**

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

**18. SUCCESSORS AND ASSIGNS**

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

**19. WAIVER OF CONTRACT BREACH**

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

**20. AMENDMENT**

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

**21. NOT TO EXCEED CONTRACT**

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

## Village of Downers Grove

increase must be agreed to in writing by all parties in the same manner by which the original contract was approved.

**22. SEVERABILITY OF INVALID PROVISIONS**

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

**23. NOTICE**

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

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

And to the Proposer as designated in the Contract Form.

**24. COOPERATION WITH FOIA COMPLIANCE**

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

## Village of Downers Grove

**IV. DETAIL SPECIFICATIONS****1. SCOPE OF SERVICES****1.1 Introduction**

The Village of Downers Grove is seeking to retain the services of a qualified and experienced consulting firm with expertise in both civil and structural engineering to design the rehabilitation and maintenance of an existing parking facility, including the construction administration and technical supervision. The scope of the engineering design services includes development of construction plans, specifications and estimates to address priorities identified in the Village's 2015 Parking Deck Maintenance Plan (See Exhibit A – Report ONLY; Appendix C to be provided to short listed firms). Additionally, the Proposer will lead the construction administration and technical supervision of these projects. The engineering services agreement will have an initial term for the work in 2016 only, lasting from Notice to Proceed until December 31, 2016, with a provision for two (2) yearly renewals for a maximum of three (3) years. Each year of engineering services will have a separate scope and fee, which shall be reflected in the Proposer's proposal.

**1.2 Background**

In 2004 the Village constructed the parking deck in the Downtown Business District. It consists of five floors and 778 parking stalls. Ten years after its construction the deck is beginning to require increased maintenance efforts as some of its structure and systems begin to age and wear. To provide a functional facility and extend the service life of the deck the proper preventive and proactive maintenance repairs are being applied to minimize more costly future repairs. In 2015 the Village commissioned the development of a Parking Deck Maintenance Plan. This plan consists of an assessment of the current condition of the parking deck along with an annual repair plan forecasting the next ten-years of recommended maintenance activities and estimated costs for budgeting purposes. The plan also discusses significant longer-term maintenance and replacement requirements so that planning may begin for some of these more costly items.

**1.3 Project Location**

The parking deck is located east of Main Street and south of Curtiss Street, at the southern terminus of Mochel Drive, in the Village of Downers Grove, Illinois.



## Village of Downers Grove



Project Location Map

#### 1.4 General Scope of Services

The Proposer will be required to perform all necessary work to prepare the plans, specifications, special provisions, and estimates. Work in each of the three calendar years; 2016, 2017, and 2018, shall be independent efforts, each with their own specific scope and fee, which shall include, but may not limited to, the following.

1. Evaluate the recommended remedial and preventative work as outlined in the 2015 Parking Deck Maintenance Plan to verify that the anticipated priorities are adequate, and consider alternatives to improve the efficiency of the design and construction.
2. Develop a conditional assessment of the parking deck call-box and security equipment, and analyze the current configuration and layout relative to current industry standards and regulations. Upon discussing the options with the Village, and selecting a solution that meets the Village's objectives and budget for this work, include remedial work to the call-box and security system in the construction plans and specifications. This item was not addressed in the 2015 Parking Deck Maintenance Plan, but should be included in the scope of work for the year 2016.
3. The Proposer shall review existing plans, survey, reports, shop drawings, data, etc. (provided by the Village) from the initial construction of the parking deck and associated thereafter as available.
4. For work in each of the three years, 2016, 2017 and 2018, the Proposer shall develop and submit construction plans for parking structure restoration as outlined in the 2015 Parking Deck Maintenance Plan, Village review at the 50%, 90% and Final design levels. Final Plans shall include the following but not limited to:
  - a. Cover Sheet
  - b. General Notes and Summary of Quantities
  - c. Typical Sections and Construction Details
  - d. Construction Phasing and Temporary Traffic Control
  - e. Alignment, Ties and Benchmarks

## Village of Downers Grove

- f. Construction Plan Sheets (1" = 20')
- g. Any other plans as may be required to complete the work
5. The Proposer shall develop and submit specifications and Special Provisions for parking structure restoration as outlined in the 2015 Parking Deck Maintenance Plan, for Village review at the 50%, 90% and Final design levels. These documents shall be used in conjunction with the Village's boilerplate contract documents.
6. The Proposer shall develop and submit an Engineers Estimate of Probable Cost for parking structure restoration as outlined in the 2015 Parking Deck Maintenance Plan, Village review at the 50%, 90% and Final design levels. The cost estimate shall include itemized line items for each proposed repair.
7. The Proposer shall develop a construction schedule to address the first three (3) years of rehabilitation and maintenance repairs.
8. Permit Submittals – Application for any required permits and coordination with all applicable agencies. The selected Proposer will be required to perform all necessary work required to secure building permits from the Village of Downers Grove. The Village does not anticipate the need for any additional permits. However, the Proposer must review the scope of the project and determine if any additional permits are necessary, and must include them in the proposal. All necessary permitting will be the responsibility of the Proposer unless specifically excluded in this RFP.
9. Project Kick-Off Meeting and Site Visit
10. The Proposer shall attend a minimum of three (3) meetings, separate from the Kick-Off/Site Visit, with the Village Staff after the 50%, 90% and Final design levels.
11. The Proposer shall begin work on the project within seven (7) calendar days after receipt of the Notice to Proceed from the Village and shall abide by the deliverable schedule in section 3.3 of this RFQ/RFP. The schedules for work in 2017 and 2018 shall agreed upon between the Village and the Proposer, but shall be similar to the given schedule for 2016.
12. Construction Administration – The Proposer shall assist the Village with Construction Administration upon award of the contract(s) by the Village, including but not limited to the following:
  - a. Familiarize themselves with the plans, specifications, special provisions for the Village's Parking Deck Rehabilitation and Maintenance project.
  - b. Construction communications strategy meeting with Village Communications Staff and Downtown Downers Grove Management Corporation. Monthly updates to evaluate and adjust construction communications.
  - c. Act as the on-site representative of the Village in order to help ensure that the project is completed according to the contract documents within the currently approved budget and schedule. It may be required to work weekends, days and nights to minimize the impact of construction on the Public. Proposer shall adjust working hours as necessary, at no additional cost to the Village. On-site representation may be part-time or full-time, as deemed appropriate by the proposer based on the type of work occurring at any given time. Proposals shall clearly indicate the number of hours anticipated, and whether or not part-time or full-time observation is recommended during the various types of work activities.
  - d. Coordinate and attend a preconstruction meeting prior to the start of construction.
  - e. Coordinate and attend weekly joint construction meetings, including contractors, business owners, property owners, and Village Staff as required.

## Village of Downers Grove

- f. Prepare weekly construction updates for business owners and property owners.
- g. Respond to contractor inquiries and requests for information.
- h. Review contractor submittal and shop drawings.
- i. Assist the Village in preparation of contractor payment processing/approval.
- j. Coordinate and schedule the work efforts of the material testing consultant(s). Standard materials testing (e.g. concrete, asphalt, etc.) will be provided by the Village's testing consultant. Any specialized testing that may be needed shall be clearly addressed and included in the proposer's scope of work.
- k. Structural special inspection as required
- l. Upon the completion of the improvements, assist the Village in preparation of all applications for payment (on form provided by Village), perform all necessary computations, receive all certified payroll and waivers of lien, and make recommendation to the Village for payment.
- m. Review change orders submitted by the Contractor(s) for appropriateness and accuracy for signature by the Construction Engineer and recommend acceptance and/or payment of such changes to the Village.
- n. Develop with the Village's Project Manager and Contractor construction punch lists for all areas of the Project. Monitor implementation and completion of all punch list items
- o. Coordinate with contractor on record drawings (if required) for all construction work completed until completion of the project and any other miscellaneous functions necessary for properly administering the contract documents. Redline record drawings shall be submitted to the Village and shall be reviewed and approved by the Village.

## Village of Downers Grove

**2. PROPOSAL**

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

**2.2 Quantity and Format**

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

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

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

**2.3 Deadline and Proposal Disposition**

The exact deadline for Proposals is not known at this time, but it is anticipated that notice of award will occur in early Spring 2016. Village Staff will inform those Firms on the short list of the proposal deadline once known. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer. Proposals shall become the property of the Village. The Village will maintain confidentiality of all received Proposals, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

**2.4 Fees**

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

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

**2.5 Firm Selection**

## Village of Downers Grove

Firm Selection will be based on the following:

- Proposed approach to organizing and understanding of the project
- Experience in parking deck design and construction
- Project manager and team experience
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- Familiarity with Village of Downers Grove policies and preferences
- Overall Not-to-Exceed Total Cost

### 2.6 Pre-Proposal Field Review

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

## 3. **PROJECT DELIVERABLES**

### 3.1 General

- The Proposer shall provide the following deliverables by no later than the dates specified unless the schedule is modified and agreed to in writing by the Village.
  1. Monthly Invoices with Progress Reports to identify tasks accomplished and relevant coordination completed by the invoiced effort.
  2. Preconstruction meeting agenda and minutes
  3. Weekly meeting agendas and construction updates
  4. Materials testing results
  5. Special Inspections Reports
  6. Punch List
  7. Record Drawings
  8. Site Photos and Field Notes

### 3.2 Deliverable Quantities

- One (1) kick-off meeting at Public Works and Site Visit.
- Three (3) 1-hour project coordination meetings at Public Works at 50%, 90% and Final design submittals.
- Four (4) hard copies and (1) electronic copy of 50% design plans, specifications and Engineer's Opinion of Probable Cost (EOPC)
- Four (4) hard copies and (1) electronic copy of 90% design plans, specifications, Special Provisions and Engineer's Opinion of Probable Cost (EOPC)
- Four (4) hard copies of Final design plans, specifications, Special Provisions and Engineer's Opinion of Probable Cost (EOPC)

## Village of Downers Grove

- One (1) CD containing electronic copies (.pdf, AutoCAD, and ArcGIS) of all Final project files, drawings and any supporting documentation compatible with the programs listed above
- The Proposer shall furnish to the Village any/all final documents in an electronic format on CDs suitable for making prints and copies of plans, specifications and reports as required in above, all of which shall become the property of the Village for its use. Supplemental photos, testing reports, etc, which may or may not be included in the final report, shall also be provided to the Village in digital format upon request. If required by FOIA laws or legal subpoena, Proposer shall provide copies of all sketches, drawings, files, notes, calculations, survey data, photographs, etc, upon request.

3.3 Schedule

- Anticipated Notice to Proceed – **March 23, 2016**
- 50% PS&E Submittal – **April 20, 2016**
- 90% PS&E Submittal – **May 18, 2016**
- Final PS&E Submittal – **May 25, 2016**
- 2016 Call for Bid Advertisement – **June 8, 2016**
- 2017 Schedule – **TBD**
- 2018 Schedule – **TBD**

**4. CONTACT**

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

Matthew Mayer  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515  
Phone 630-434-6863  
Fax 630-434-5495

## Village of Downers Grove

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

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

**PROFESSIONAL ENGINEERING FEES AND EXPENSES**

## 2016 Professional Engineering Services Hour Projections

| Personnel                 | Pre-design Services,<br>Construction Documents<br>and Bidding (Hours) | Construction Administration<br>and Observation (Hours) |
|---------------------------|---|--|
| Principal                 | 6   | 8  |
| Project Manager           | 16  | 20   |
| Assistant Project Manager | 24  | 22   |
| Project Engineer          | 16  | 6  |
| Project Technician        | 16  | 4  |

## 2017 Professional Engineering Services Hour Projections

| Personnel                 | Pre-design Services,<br>Construction Documents<br>and Bidding (Hours) | Construction Administration<br>and Observation (Hours) |
|---------------------------|---|--|
| Principal                 | 2   | 2  |
| Project Manager           | 8   | 10   |
| Assistant Project Manager | 16  | 12   |
| Project Engineer          | 2   | 5  |
| Project Technician        | 12  | 2  |

## 2018 Professional Engineering Services Hour Projections

| Personnel                 | Pre-design Services,<br>Construction Documents<br>and Bidding (Hours) | Construction Administration<br>and Observation (Hours) |
|---------------------------|---|--|
| Principal                 | 2   | 2  |
| Project Manager           | 7   | 10   |
| Assistant Project Manager | 16  | 12   |
| Project Engineer          | 4   | 5  |
| Project Technician        | 12  | 2  |

## Professional Engineering Services Fees and Expenses Based on Walker's Hourly Cost Rates.

| Year               | Pre-design Services,<br>Construction Documents<br>and Bidding | Construction Administration<br>and Observation | Not To Exceed Total |
|--------------------|---|--|---------------------|
| 2016               | \$ 13,200.00  | \$ 10,800.00                                   | \$ 24,000.00        |
| 2017               | \$ 6,600.00   | \$ 5,400.00                                    | \$ 12,000.00        |
| 2018               | \$ 6,600.00   | \$ 5,400.00                                    | \$ 12,000.00        |
| <b>Total Fees*</b> | <b>\$ 26,400.00</b>   | <b>\$ 21,600.00</b>                            | <b>\$ 48,000.00</b> |

\*All fees quoted include expenses. Fees are based upon O&S Associates' proposed maintenance and repair program for years 2016, 2017 and 2018.

\*AON's proposed fees and scope are not included in Walker's proposed services. The services proposed by AON are attached as an Exhibit. We recommend the Village contract directly with AON for the requested security consulting services.





Village of Downers Grove



**VENDOR W-9 REQUEST FORM**

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

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

**BUSINESS (PLEASE PRINT OR TYPE):**

**NAME:** Walker Parking Consultants/Engineering, Inc. dba Walker Restoration Consultants

**ADDRESS:** 505 Davis Road

**CITY:** Elgin

**STATE:** Illinois

**ZIP:** 60123

**PHONE:** 847.697.2640 **FAX:** 847.697.7439

**TAX ID #(TIN):** 38-1782774

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

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

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

**SIGNATURE:** *D. W. J.*

**DATE:** February 17, 2016

Village of Downers Grove

**PROPOSER'S CERTIFICATION**

With regard to Village of Downers Grove  
Design and Oversight for Parking  
Deck Rehabilitation and Maintenance, proposer Walker Parking Consultants/Engineering, Inc.  
dba Walker Restoration Consultants hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §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: *David G. Moran*  
Proposer's Authorized Agent

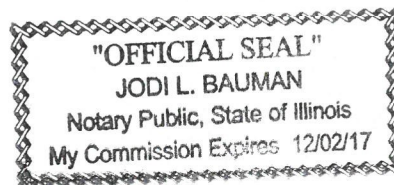
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**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 17 day of FEBRUARY, 2016

*Jodi L. Bauman*  
Notary Public)



(Fill Out Applicable Paragraph Below)

**SUBCONTRACTORS LIST**

The Proposer hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) AON GLOBAL RISK CONSULTING Type of Work CALL-BOX ASSESSMENT

Addr: 4 OVERLOOK POINT City LINCOLNSHIRE State IL Zip 60069

2) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

4) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Walker Restoration Consultants hereby confirms that it will contract directly with Aon Global Risk Consulting to provide parking security systems services as a subconsultant. This supersedes anything to the contrary contained in Walker's Response to the Village's RFP.

I hereby affirm that the above is true and accurate.

*Daniel E. Moser*

Daniel E. Moser  
Principal/Restoration Department Head  
Walker Restoration Consultants

Date: 3/2/2016

Village of Downers Grove

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Walker Parking Consultants/Engineering, Inc. dba Walker Restoration Consultants, and the full names of its Officers are as follows:

President: John K. Bushman, PE

Secretary: James A. Orchard, CFO

Treasurer: James A. Orchard, CFO

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

Three horizontal lines for signatures and addresses.

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

(c) **Sole Proprietor**

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

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

Village of Downers Grove

Insurer's Name Professional Concepts Insurance Agency

Agent Kim Fricke

Street Address 1127 South Old US Highway 23

City, State, Zip Code Brighton, MI 48114-9681

Telephone Number 800.969.4041

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

Print Name of Company: Walker Parking Consultants/Engineering, Inc. dba Walker Restoration Consultants

Print Name and Title of Authorizing Signature: Daniel E. Moser, Principal/Restoration Department Head

Signature: 

Date: February 17, 2016

## Village of Downers Grove

|  |
|--|
| <b>Suspension or Debarment Certificate</b> |
|--|

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

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

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

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

Company Name: Walker Parking Consultants/Engineering, Inc. dba Walker Restoration Consultants

Address: 505 Davis Road

City: Elgin Zip Code: 60123

Telephone: ( 847 ) 697-2640 Fax Number: ( 847 ) 697-7439

E-mail Address: Daniel.Moser@walkerrestoration.com

Authorized Company Signature: 

Print Signature Name: Daniel E. Moser Title of Official: Principal/Restoration Department Head

Date: February 17, 2016

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

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

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

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

Under penalty of perjury, I declare: \_\_\_\_\_

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

Daniel E Moser  
Signature

Daniel E. Moser  
Print Name

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

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name