

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

SUBJECT:	SUBMITTED BY:
Contract Amendment for Construction Engineering Services for Watermain Construction	Nan Newlon Director of Public Works

SYNOPSIS

A resolution has been prepared to authorize an amendment to an existing contract for watermain construction engineering services with Hancock Engineering of Westchester, Illinois in an amount of \$53,001.50.

STRATEGIC PLAN ALIGNMENT

The goals for 2015 to 2017 identified *Top Quality Infrastructure*.

FISCAL IMPACT

The FY16 budget includes \$68,000 in the Water Fund for these services.

RECOMMENDATION

Approval on the March 22, 2016 consent agenda.

BACKGROUND

The Village entered into a contract with Hancock Engineering for watermain replacements in 2015 for an amount not to exceed \$112,992. This amendment will extend the contract for 2016 projects, bringing the total contract not to exceed amount to \$165,993.50. The proposed amendment with Hancock Engineering for construction engineering services will provide construction observation and resident engineering services during the construction of these projects. The FY16 budget includes \$3,400,000 for watermain replacements in various areas throughout the Village. Construction is scheduled for summer 2016 for these projects.

In 2015, the Village posted a request for qualifications for watermain construction engineering services. Staff pre-qualified four firms from seven submitters. After reviewing the proposals, Hancock Engineering was identified as the firm whose proposal best met the needs of the Village, and their work in 2015 was excellent. Their understanding of the project and experience in similar projects contributed to the success of these projects.

Hancock Engineering has agreed to hold their 2015 hourly rates for the work proposed in 2016. As such, staff is recommending this contract amendment in lieu of advertising a new Request for Proposals. Staff will coordinate with Hancock personnel on the locations and scope of the watermain improvements for 2016.

In addition to performing excellent work for the Village in 2015, Hancock Engineering has also performed similar work for several other municipalities and agencies, including the Villages of Melrose Park and Norridge.

ATTACHMENTS

Resolution

Agreement

Amendment to the Agreement

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO
THE CONTRACT BETWEEN HANCOCK ENGINEERING
AND THE VILLAGE OF DOWNERS GROVE**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Amendment (the "Agreement"), between the Village of Downers Grove (the "Village") and Hancock Engineering (the "Consultant"), for construction engineering service for water main improvements, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

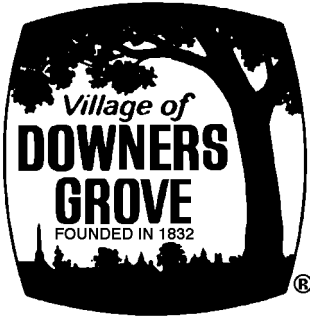
Mayor

Passed:

Attest: _____

Village Clerk

Village of Downers Grove



REQUEST FOR QUALIFICATIONS / PROPOSAL (Professional Services)

Name of Proposing Company: Hancock Engineering

Project Name: Watermain Construction Engineering Services

Proposal No.: WA-028-15

Statement of Qualifications Due: Wednesday, January 21, 2015 @ 10:00 A.M. – Public Works

Pre-Proposal Conference: None

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Wednesday, January 7, 2015

This document consists of 30 pages.

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

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

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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.

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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 **Wednesday, January 21, 2015 @ 10:00 A.M.**
- 1.2 SOQs must be received at the Village of Downers Grove by the time and date specified. SOQs received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 SOQs shall be sent to the Village of Downers Grove, ATTN: NATE HAWK, in a sealed envelope marked "SEALED SOQ". The envelope shall be marked with the name of the project, date, and time set for receipt of SOQs.

2. STATEMENT OF QUALIFICATIONS

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

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

II. REQUEST FOR PROPOSALS

1. GENERAL

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

2. PREPARATION OF PROPOSAL

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

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

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

4. RESERVED RIGHTS

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

III. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

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

6. USE OF VILLAGE'S NAME

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

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

8. NONDISCRIMINATION

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

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9. SEXUAL HARASSMENT POLICY

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

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

10. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

11. DRUG FREE WORK PLACE

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

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

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

12. PREVAILING WAGE ACT

- 12.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract, if required. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Proposer or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.
- 12.2 Proposer and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 12.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 12.4 If this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS**

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PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

- 12.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 12.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

13. PATRIOT ACT COMPLIANCE

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

14. INSURANCE REQUIREMENTS

- 14.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
- 14.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
- 14.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;

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- 14.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 14.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 14.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 14.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 14.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 14.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 14.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.
- 15. CAMPAIGN DISCLOSURE**
- 15.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 15.2 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.
- 15.3 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.
- 15.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.
- 16. SUBLETTING OF CONTRACT**
- 16.1 No contract awarded by the Village shall be assigned or any part subcontracted without the

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written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

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

17. TERM OF CONTRACT

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

18. TERMINATION OF CONTRACT

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

19. BILLING & PAYMENT PROCEDURES

- 19.1 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.
- 19.2 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.
- 19.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

20. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 20.1 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.

21. STANDARD OF CARE

- 21.1. Services performed by Proposer under this Contract will be conducted in a manner consistent

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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.

- 21.2 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.
- 21.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

22. GOVERNING LAW

- 22.1 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.

23. SUCCESSORS AND ASSIGNS

- 23.1 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.

24. WAIVER OF CONTRACT BREACH

- 24.1 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.

25. AMENDMENT

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

26. NOT TO EXCEED CONTRACT

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

27. SEVERABILITY OF INVALID PROVISIONS

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- 27.1 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.

28. NOTICE

- 28.1 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.

29. COOPERATION WITH FOIA COMPLIANCE

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

IV. DETAIL SPECIFICATIONS

1. SCOPE OF SERVICES

1.1 General Scope of Services

Provide, to the satisfaction of the Village, qualified personnel to adequately perform the requirements stated herein. The Village is requesting proposals from qualified firms to provide a construction engineer to assist Village Staff with full-time observation of watermain construction projects during the construction to begin in approximately April, 2015 and finishing at approximately the end of October, 2015. The prospective construction engineer shall have specific expertise in watermain installation procedures and construction observation.

- A. The construction engineer will act as the on-site representative of the Village in order to help ensure that the project is completed according to the contract documents within the currently approved project budget and schedule.
- B. The construction engineer will be responsible for familiarizing themselves with the plans and specifications for the Village's watermain installation/lining projects for 2015.
- C. The construction engineer shall document construction activities, observe construction, coordinate appropriate testing and inspection with the Village's testing consultant, and notify/confer with the Village's Project Manager should any issues arise during construction.

1.2 Pre-construction Services

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

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

Note: The consultant shall provide a proposed schedule through the closeout phase to include number of personnel and numbers of hours by individuals that are proposed to be dedicated to the project and during what time periods. It is expected that at least one qualified RE shall be on site monitoring activities from the start of construction through substantial completion. Prospective

Village of Downers Grove

Consultants may identify a proposed site visit schedule to address these conditions and cost effectiveness.

1.3 Construction Services

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

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

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

2. Verify the Contractor's adherence to the plans, special provisions, permit conditions, and PROWAG/ADA regulations and communicate any issues with Contractor and/or with the Project Manager.
3. Construction Schedule: Monitor the development and maintenance of the construction schedule by the Contractor, and maintain and update the overall project schedule as necessary.
4. Weekly Meetings: Conduct regular weekly meetings with the Contractor and other appropriate project team members including, without limitation, the Village's Project Manager, to coordinate and maintain the construction process.
5. RFIs (Requests for Information): Review and coordinate all RFIs from the Contractor for timely response. Review and monitor all supplemental instructions and directives for potential impact on the Project budget and schedule. Prepare responses to the contractor on behalf of the Village when a RFI is submitted to the Construction Engineer. The Construction Engineer shall log, respond, and maintain a file for each RFI response.
6. Pay Requests: Assist in all applications for payment (on form provided by Village), perform all necessary computations and provide the Project Manager with up to date Quantity Book information for generation of pay requests. Review waivers and certified payroll and make recommendations for payment to the Village's Project Manager.
7. Reports: Provide a weekly report highlighting the construction activities and project

Village of Downers Grove

- percent completion. Provide a monthly update report (1-2 Pages) to the Village that summarizes the status of the Project costs and schedule.
8. **Change Orders:** Review change order requests for approved extra work items as 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. Note that no extra work may commence without prior written approval by the Village.
 9. **Submittals:** Review contractor submittals for conformance to the contract documents and make recommendation to accept, accept as noted, reject, or resubmit.
 10. **Punch Lists:** Develop with the Village's Project Manager and Contractor construction punch lists for all areas of the Project. Monitor implementation and completion of all punch list items.
 11. **Project Diary:** Document and maintain all project records either electronically or by hand throughout the construction process in a Project Diary.
 12. **Advice and Assistance:** Provide advice and assistance to the Village in resolving construction issues, claims, and disputes (excluding legal advice).
 13. **Prepare Design Clarifications:** When, in the judgment of the Village, the intent of the design requires clarification, the Construction Engineer shall prepare sketches and/or written statements to clarify such intent.
 14. **Prepare Request for Change (RFC):** For changes to the contract documents necessary because of unforeseen conditions, changes requested by the Village or changes necessary to incorporate a feature of the design, the Construction Engineer shall prepare drawings, sketches and/or specifications for the change in a RFC format selected by the Village. The RFC will be sent to the Contractor for preparation of a change order proposal.

The Construction Engineer shall then assist the Village in review of the Contractor's proposal and provide a recommendation.
 15. **Testing:** Construction Engineer shall schedule geotechnical and material testing services with the Village's material testing consultant for tracking and obtaining all necessary certifications of materials used in the work.

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

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

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

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

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

1.4 Post Construction/Project Close-out Services

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

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

2. PROPOSAL

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

Village of Downers Grove

2.2 Quantity and Format

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

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

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

2.3 Deadline and Proposal Disposition

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

2.4 Fees

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

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

2.5 Firm Selection

Firm Selection will be based on the following:

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- Familiarity with Village of Downers Grove policies and preferences
- Recognition of items related to project, including identification of design elements, and processes that will ultimately result in a quality, streamlined project

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- 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.

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3. PROJECT DELIVERABLES**3.1 General**

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

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

3.2 Format and Quantity

The Construction Engineer shall produce all deliverables compatible with, at minimum, Microsoft Office products including Microsoft Word, Excel, Project, and AutoCAD 2013.

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

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

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

3.2 Digital Photo Documentation

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

3.3 Final turnover of Construction Engineer's Documents

In addition to properly and chronologically organized hard-copy submissions, the Construction Engineer shall submit two (2) sets of read only compact disk(s) with all executed and received deliverables.

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4. CONTACTS

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

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

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

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



VILLAGE OF DOWNERS GROVE
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PROJECT APPROACH

Project Understanding

We have performed a comprehensive review of the Request for Proposal documents as well as discussed the project with the Village during interviews. We have had our team walk the potential project site within the DuPage County Right-of-Way along 55th Street and perform a photographic survey of the area. We have a thorough understanding of the project's goals and a comprehensive plan on how we propose to implement them.

We understand that the proposed project will be spread throughout the Village of Downers Grove and will likely be centered about four (4) distinct areas, most of which will be comprised of residential structures. We also understand the possibility that a portion of the project may include the lining of existing water mains.

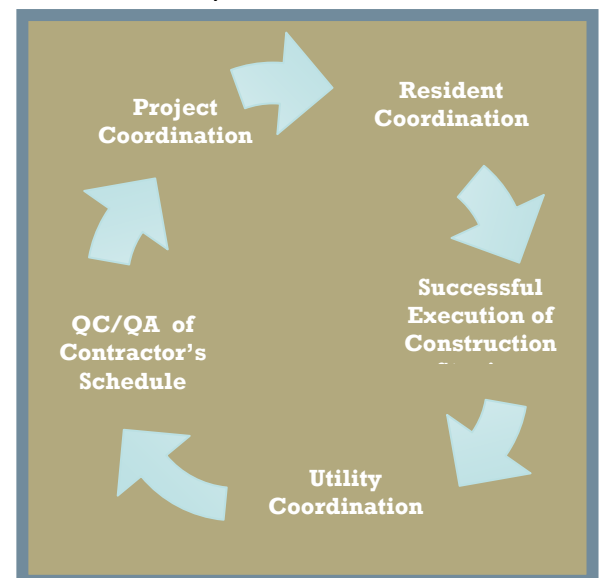
We understand that at this time the plans are still being finalized and that design changes may still be made. We expect an early March bid opening, with construction commencing by the end of March. All construction is to be completed by mid-September. Hancock Engineering will have the project finalized and closed-out by October 15th.

Critical Issues

Hancock Engineering has been serving municipalities for over 100 years. Furthermore, **every employee** designated to be involved in these improvements **has over 15 years of experience** providing construction oversight on projects very comparable to these proposed improvements. Our dedication to the municipal sector has allowed us to provide an exceptional level of service to our clients. This experience provides us insight on potential construction problems and crucial elements that must be monitored to ensure the project runs smoothly from start to finish. We have identified the following items that will be key elements to ensure that construction of this significant project is a success.

Project Coordination

For a project to be successful, **communication** must be made a focal point. From the onset of the project we will ensure that all stake-holders have the opportunity to have a voice concerning important project issues. We will hold a kick-off meeting with Village staff and other interested parties to discuss the project scope and our intended plan of attack. At a minimum, the following entities will be invited:





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<u>Entity</u>	<u>Phone Number</u>
Village of Downers Grove	630-434-5460
Downers Grove Sanitary District	630-969-0664
School District 99 Buses	630-795-8400
School District 58 Buses	630-719-5800
Downers Grove Police Department	630-434-5703
Downers Grove Fire Department	630- 434-5980
Advocate Good Samaritan Hospital	630- 275-5900

It is important that the team meet prior to the Preconstruction Conference to discuss intended timelines, critical issues, goals, expectations, and communication schedule.

Our Resident Engineer, Alex Alejandro, P.E. DECI, will be in constant contact with Nate Hawk and the Village of Downers Grove promptly responding to any issues or questions as they arise. However in addition to these informal conversations, Hancock Engineering believes it beneficial to provide the Village with **Progression Reports** outlining the current and upcoming construction activities on a weekly basis. Our Progression Reports include:

- Narrative summary of the work completed during the weekly period.
- Tabular breakdown of plan quantity versus actual quantity with special mention made of any quantity nearing 100%
- Explanation of Contractor Change Orders and opinion of whether essential to project completion or unwarranted with recommendation for rejection.
- Summary of materials testing.
- Assessment of Contractor's schedule. *If at any point the Contractor has substantially deviated from his submitted schedule, we will issue an order for a revised schedule.*
- Remaining Calendar Days to complete project and opinion on Contractor's rate of progress.
- Summary of any issues with Contractor or his Sub-Contractors.
- Traffic Control Report (Although these reports are completed daily, they will be submitted on a weekly basis as part of this report).
- Summary of important correspondence with Village staff, public utility companies, and other public stakeholders.
- Summary of Resident interactions.

The Progression Reports will be emailed to selected staff at the end of each week and a bound copy will be submitted at project close-out.

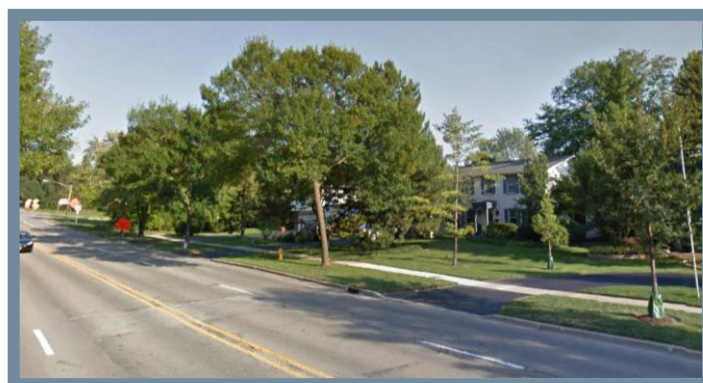
PROJECT APPROACH

In addition to the weekly Progression Reports, Hancock Engineering recommends that **Development Meetings** be held **on-site** every other week. These meetings will include a summary of project progress and any upcoming issues and will allow village staff to communicate directly with the Contractor. Items typically discussed at these meetings include:

- Previous weeks Progression Reports
- Condition of project site, i.e., dust control, barricade usage, temporary access
- Village Concerns
- Contractor concerns
- Resident/ Business Owner concerns
- Pay Estimates and Change Orders

We have found these meetings to be very advantageous for all parties involved, including the Contractor.

We acknowledge that these improvements may be near to Highland Elementary School, Advocate Good Samaritan Hospital and Wallingford Park. Although we do not expect these entities to be disturbed to a large extent, we understand how critical their access is. We will provide ongoing communication to these organizations as to any potential disturbance they may encounter. **We will work with the Contractor to schedule improvements so as to minimize the impact to any planned Park District or School programs.**



Resident Coordination

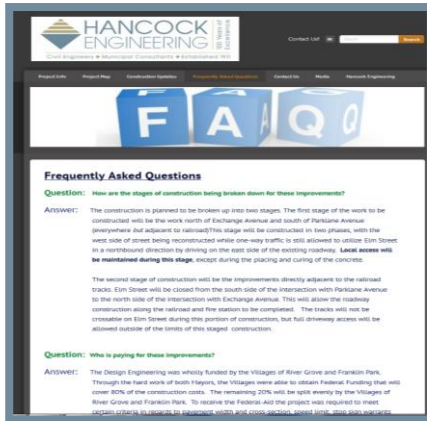
Every construction project includes a certain amount of inconvenience to adjacent residents and business owners. Our goal is to minimize the inconvenience to these constituents. We have found that if effective communication of construction schedules and activities, as well as early notice of interruption to access is provided, the property owners are more likely to be understanding of the inconveniences. It is also important to explain the village's goals for the project and **provide the residents with a line of communication** should they have any concerns during the construction of the project. For these reasons, we attempt to provide area residents, business owners and other adjacent properties with channels to have their opinions heard early in the process.

Hancock Engineering likes to team with the Village to hold a public meeting early in the construction process to make sure that the public is aware of the upcoming improvements. Taking away the "surprise" encountered by residents does a lot to increase their support of the project.

PROJECT APPROACH

With approval from the Village, Hancock Engineering will host, or provide content to the Village for, a **Project Website**.

For this project, our website would include:



- Project background, proposed scope of improvements, and overall project timeline
- Map of intended traffic detours
- Daily updates as to the Contractor's schedule and construction plans for the following day
- Digital pictures of project improvements
- Contact information of Project Manager, Resident Engineer, Project Liaison, and other selected Village officials
- Any additional information desired by the Village.

Our most recent project website, *ElmStreetImprovements.com*, a 0.50 mile reconstruct within the Village of River Grove, was averaging nearly 100 hits per week.

With the Village's permission we will readily provide our cell phone numbers on the project website. Residents will have their calls returned by the end of each working day. We also understand that many of the residents have full-time jobs and are not able to meet on project site during typical hours. We will make provisions to meet with these residents at a time that is convenient to their schedule. *We view interaction with residents, not as a burden, but as an opportunity to create a successful project.*

Successful Execution of Construction Staging

To fully keep the area residents satisfied, we must do more than keep them up to date on the project. It is essential that every effort be made to minimize their disturbances.

We will work with contractor to ensure that interruptions to the resident's driveway access are kept to a minimum. We will also coordinate with the contractor to ensure the residents are notified of any disruptions to their driveway access (e.g. installation of driveway aprons, roadway excavation, etc.) a minimum of 24 hours in advance. We will ensure that prior to removing a driveway apron, notice has been provided to allow the resident the opportunity to remove the car from their property. We also recommend that the Material Testing firm cast additional concrete cylinders during concrete driveway apron pours so that "breaks" can be made prior to 7 days. We have found that today's concrete mixes are often able to reach their design strength of 3,500 PSI in 3-4 days. This allows the driveways to be opened earlier and thus reduces the length of interruption to access.



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We will also ensure that notices are handed out to affected residents a minimum of 24 hours prior to water shut-downs necessary to adjust the elevation of existing water main. The Contractor will distribute these fliers, but we will work with the Village to assist the Village in determining the limits of affected residents. Again, our website will provide updated watermain shut-down information on a continual basis.

We will ensure that only “day-closures” are permitted street intersections. **It is essential that intersections be reopened at the end of each working day.**

Provisions will be made to ensure that Emergency Vehicles and first responders can access all areas at all times. Any day closures will need to be called into Public Works, the Fire Department, and the Police Department, as well as posted on our project website, a minimum of two days prior to the disruption.

To allow for a successful staging plan, and ultimately a timely project completion, it is imperative that the Contractor provide a safe and traversable roadway. Our Resident Engineer will **provide daily barricade checks** prior to the start of the day’s construction, during construction, and at the completion of the Contractor’s daily effort. The Contractor will be required to provide a 24 hour traffic protection phone number so that if at any time, between the end of the work day and the start of the next day, he can be contacted to correct the issue. Maintaining a safe project area will be a top priority of our office.

Illinois Department of Transportation Traffic Control Inspection Report

Date 09/30/2011 Time 3:30 PM Weather 65 degrees County Cook Contract 63011 Report No. 21

OPER 725 on File Yes Est. Completion Date 11/01/2011 Section 10-000-95-00-SW Marked Route N/A

Type of Work Streetscaping Location Grand Avenue from Des Plaines River to Davison

RE / RT Chris Baker, PE Contractor Chicago Road Paving

Traffic Control	Evaluate: (G) Good, (F) Fair, (D) Deficient, (X) Does Not Apply				Description, Comments or Corrective Measures Recommended
	Condition	Location / Placement	Night Visibility	Overall Effectiveness	
Signs	G	G		G	Satisfactory
Signs Flashers	G	G		G	Satisfactory
Drums or Barricade Lights	G	G		G	Satisfactory
Drums, Barricades or Cones	G	G		G	Satisfactory
Pavement Markings	X	X		X	N/A
Vertical Panels	X	X		X	N/A
Arise (Board(s))	G	G		G	Satisfactory

Comments on other items: _____

Do any previously reported discrepancies still exist? Yes No If yes, describe: _____

cc: File RE or RT Subcontractor Field Engineer Submitted by: _____

Contractor: Field Office Reviewed by: _____

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For a project to be genuinely safe, it must be kept clean. Our firm’s daily checks will also include **inspection of the cleanliness of the project site** to ensure that:

- Proper sight requirements are not disturbed due to stockpiles or other construction equipment
- Construction dust is kept to a minimum
- No debris exists upon the driving surfaces
- Surface aggregate is both compacted and traversable until temporary asphalt pavement can be installed
- Sidewalks are continually kept ADA assessable and compliant

Any deficiencies will be logged and then immediately brought to the Contractor’s attention with the expectation that they be remedied immediately.

We understand the Village of **Downers Grove residents are accustomed to pedestrian and bicycle**



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friendly facilities. It will be a priority of our daily traffic checks to ensure that construction does not interfere with the local resident's and potential business user's ability to access the roadway and sidewalks with their preferred mode of transportation.

Utility Coordination

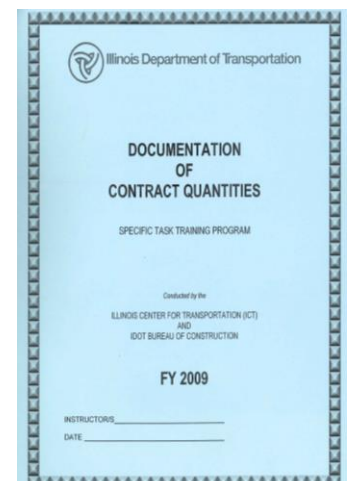
It is our experience that public utilities can wreak havoc on an otherwise successful project's timeline. For this reason **Hancock uses a proactive approach** with the public utilities (Nicor, ComEd, AT&T, Comcast, etc) which has proven to avoid costly interruptions due to existing utilities. On our recent Cornell Avenue Improvements within the Village of Melrose Park, we worked with Nicor and their consultant, EN-Engineering, to relocate a 4" gas main prior to construction commencing. We are also currently working with ComEd's area supervisors, Joe Stacho and Mark Tulach to ensure that all power poles designated for relocation are repositioned prior to installation of applicable concrete items.

If awarded the Phase III Engineering we will complete a thorough review of all planned utility crossings. If deemed necessary we will have the Contractor complete "exploratory excavation" at strategically designated locations to verify the elevation of any suspect utilities. If executed early in the Contract we have had success convincing the utility company to quickly move forward with a relocate of any conflicting structures. A worst case scenario has the public utility company reimbursing the Village for any necessary redesign and potential additional material. Our proposed Resident Engineer years of design experience and could expeditiously and accurately redesign any necessary utility conflicts with little turn around.

QC/ QA of Contractor's Schedule

For a project to go smoothly during construction, the Resident Engineer must be constantly assessing and reassessing the Contractor's schedule. At the Preconstruction Meeting the Contractor will be required to submit an overall project timeline. This project provides for a **September 15th completion date** for the improvements and we will ensure that the plan submitted not only meets this date, but is expeditious and operational. Progression Reports (completed weekly) we will evaluate the Contractor's progress and report to the Village. *If it is determined that the Contractor has deviated from the plan by more than two days, they will be directed to resubmit a project schedule, outlining how they intend on catching up to the original schedule.*

Many contractors have a practice of leaving jobsites for extended time periods to attend to "other responsibilities." Unless documented in a submitted schedule, these **unexplained absences will not be tolerated.** It is our experience that nothing frustrates area residents more than "sunny days with no work going on." We have had great success keeping our





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Contractors on task and moving forward. Our documentation of the Contractor's daily work record will enable the Village to quickly pursue any liquidated damages that may be due to them by Contractor inefficiencies. We believe the time frame given to complete the job is adequate time to fully implement these improvements.

Project Scope

Hancock Engineering thoroughly understands the project scope and the Village's expectations of our firm for the Water Main Improvements. We will furnish an exceptional team of Engineers to team with the Village and provide the following services:

Task 1 – Preconstruction Services

Hancock Engineering will ascertain the standard practices of the Village and become thoroughly familiar with the contract documents, the plans for the construction project and any approved changes there to. We will also schedule a pre-construction conference with the Village, Contractor and Sub-Contractors. At this meeting the Contractor will be required to submit:

- Proposed Project Schedule outlining how they plan to complete the project before September 15th, Hancock Engineering will thoroughly review and comment on the validity of this proposed schedule. If changes are necessary, the Contractor will be required to submit a revised schedule within the week.
- Name and 24 hour cell-phone number for the Superintendent in charge of overseeing the Traffic Control and Protection.
- Shop Drawings for requested submittals.
- List of proposed suppliers and sub-contractors. All Sub-Contractors with contracts greater than \$2,000 will be required to attend this meeting.

This meeting will provide the Village and our office an avenue to discuss the expectations of the Contractor as they pertain to:

- Acquiring Village License and/or bond
- Certified Payroll release
- Notification Process
- Required permit follow-through
- Erosion Control Expectations
- Requirements and schedule for pay estimates
- Staging and access requirements

Task 2 – Notification of Residents Affected by Construction

Hancock Engineering understands and supports the Village's policy of providing affected area residents with notice of construction. We will supply a 24 hour phone number for each project engineer for inclusion in this letter.

Furthermore, as discussed in the "Project Understanding", **we will operate a Project Website**



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which will provide additional avenues to contact our Resident Engineer and Project Manager.

Task 3 – Verify Layout of Proposed Work

Hancock Engineering will confirm that the Contractor's layout meets with the plans. Our field engineers will verify that, for example:

- A drainage structure will not be placed directly on a gas main or other utility
- ADA compliance grading at all public sidewalk keystones and intersections
- Proper separation between proposed water main and existing sewers and other utilities
- Location and limits of restoration items

Over the last ten years, **our firm has provided various degrees of construction layout on over 1,500 projects** for our clients.

Task 4 – Construction Observation

Hancock Engineering excels at providing extensive on-site observations of construction work in progress. Our Resident Engineer will provide field checks of materials and equipment on a **full-time continuous** basis. Each of our engineers, including Derek Treichel, our Project Manager and Company President, will be reachable 24 hours a day on their cellular telephones.

Additionally, our team will:

- Be on-site anytime work is being completed on the project. It is not uncommon for our engineers to remain on-site well past the end of the Contractor's day completing paperwork and resolving resident issues. *It is very important to note that the Village of Downers Grove will **never be charged over 8 hours in a day** for our on-site Engineer.*
- Serve as the Village's liaison with the Contractor and their Sub-Contractor's.
- Cooperate with the Contractor in dealing with the Downers Grove Police and Fire Departments, and various other local agencies having jurisdiction within the project limits.
- Continually keep the Village informed as to whether the work is proceeding in accordance with Contract Documents. We will strongly guard the Village against defects and deficiencies in the work, immediately advise the Village of any observed deficiencies and reject all work failing to conform to the Contract Documents. **The Contractor will never be paid for work that is unsatisfactory.**
- Organize and lead Development Meetings on-site a minimum of twice a month. We will maintain and circulate minutes of these meetings.
- Review Contractor's progress on a regular basis. As discussed above we will submit weekly Progress Reports which will compare the actual progress to the Contractor's approved schedule. If the Contractor has fallen behind schedule, we will work with the Contractor to determine the appropriate course of action to return to schedule.



VILLAGE OF DOWNERS GROVE
 WATER MAIN CONSTRUCTION ENGINEERING
 WA-028-15 - COST PROPOSAL

PROJECT APPROACH

- Work with the Village to ensure that necessary QC/QA Material Testing is adequately provided.
- Coordinate with residents on a continual basis.
- Review and maintain a file of Shop Drawings and Contractor Submittals.
- Perform Traffic Control checks a minimum of three times per day. The checks shall involve checking the condition of barricades between sunrise and sunset. Additionally, twice a month the barricades will need to be inspected after sunrise to ensure that they are all flashing as required. Our office will provide the Village with Barricade Check reports on a weekly basis. The Contractor will be notified immediately of any deficiencies found and will need to remedy any issues without delay.
- Keep an inspector's Daily Report book in the Village's format recording hours on the jobsite, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and a list of viewing officials. These documents will be used to create our weekly Progression Reports.
- **We are very experienced with performing pressure tests for proposed water mains. We will be on-site anytime the Contractor performs his tests and subsequent chlorination tests.**

Our office understands that the Resident Engineer and other field engineers will not authorize any deviation from the Contract Documents except upon written instructions from the Village.

Task 5 – Construction Documentation

As part of our construction services, Hancock Engineering will provide comprehensive documentation. This will include:

- Maintaining orderly files of correspondence which shall include:
 - Preconstruction Minutes
 - Daily Project Diary
 - Weekly Progression Reports
 - Traffic Protection Reports
 - Quantity Book
 - Minutes from Development Meetings
 - Contract Documents
 - Chlorination Results
 - Correspondence with Public Utilities and other Agencies
 - Pertinent information for Contractors, Sub-Contractors, and major material suppliers
 - Shop drawings
 - QC/QA Reports
 - Pressure Test Results



PROJECT APPROACH

Task 6 – Construction Project Close-Out

Hancock Engineering acknowledges that it is in all parties' best interest to have the project closed out as efficiently as possible. It is our policy to complete a preliminary "Pre-Final" inspection in which we provide the Contractor with a list of deficiencies that must be corrected prior to project close-out. As part of this inspection, we will, at a minimum:

- Open all drainage structures and verify their cleanliness
- Inspect all concrete items for cracking and/or puddles
- Inspect all sodded parkways to ensure knitted seams and proper drainage
- Verify that all domestic water service boxes are keyable
- Capture photographs of the improvements

Once these items have been corrected, we will invite the Village to conduct a Final Inspection. If any items are found to need correction, we will provide instruction to the Contractor to correct the issues. After all items have been amended, we will make a recommendation to the Village concerning project acceptance.

Our office understands that the Village will be assisting with the project close-out. We will assist the Village with the process as requested during the designated time frame to ensure this project is closed out by October 15th, 2015.

Organizational Chart

Hancock Engineering employs highly skilled individuals that work together to form a company with the reputation of working efficiently and professionally to address the concerns of our municipalities and its constituents of local businesses, schools, and home owners. Hancock Engineering employees are very aware that to provide our standard of service, we must understand and reflect the views and intention of the municipality.



Client/Project Manager
Derek Treichel, P.E. CFM President

Resident Engineer
Alex Alejandro, P.E., CFM DECI

Public Outreach Liaison
Chris Baker, P.E.



Project Organization

Derek Treichel, P.E., company President, will serve as Client and Project Manager and oversee the staffing for these improvements. Derek has over 25 years of municipal engineering experience with Hancock Engineering. Derek currently serves as the client manager for the Village of Brookfield. Under Derek's direction, his managed municipality has done nearly \$20,000,000 of improvements to their roadways, alleys, water mains, and storm and sanitary sewer systems over the last 6 years.

Hancock Engineering's principals are very "hands-on" when it comes to project management. The listing of the company president as Project Manager truly reflects his anticipated deep involvement with these improvements. If an issue is discovered in the field, our Resident Engineer will consult with Derek to quickly and efficiently provide a redesign that can be approved by the Village. Derek will also visit the project site to ensure that all construction methods are up to our high standard.

In addition to Mr. Treichel, Hancock is allocating several additional engineers to have a sizable role in the anticipated work load from the Village of Derek Treichel. Our proposed collection of engineers has an outstanding combination of experience and progressive mind-sets that will deliver outstanding services to the municipality.

Alex Alejandro, P.E.CFM, DECI will act as the Resident Engineer for this project. Alex will work with the Village to ensure that all construction work on this project will be up to our high standards. Alex is the company's expert when it comes to dealing with watermain construction improvements. He has abundant experience managing, designing, and building very similar projects, which has given Alex an exceptionally strong resume of similar construction projects. A certified IDOT documenter, Alex has recently managed the comprehensive Cornell Avenue improvements for the Village of Melrose Park. With Alex's leadership, this project was finished considerably ahead of expectations. Alex worked alongside many businesses during the construction of the Cornell Avenue Watermain including having daily contact with several large companies, including: Menard's, A & L Cement, and Navistar Corporate Headquarters. Alex has recently performed Resident Engineering services for over a dozen projects, including:

- Cornell Roadway and Watermain Improvements, Village of Melrose Park
- Oak Avenue Watermain Relocation, Village of LaGrange Park
- LaGrange Road Watermain Replacement, Village of LaGrange Park
- Lawrence Avenue Water Main (East), Village of Norridge
- Lawrence Avenue Water Main (West), Village of Norridge
- Watermain Improvements- Pipe Bursting, Village of Forest View

With Alex's leadership, these projects were all finished considerably ahead of expectations. Each of the aforementioned projects provided Alex an opportunity to hone his construction engineering skill set and perform duties very similar to the outlined expectations of the 2015



VILLAGE OF DOWNERS GROVE
 WATER MAIN CONSTRUCTION ENGINEERING
 WA-028-15 - COST PROPOSAL

PROJECT TEAM

Watermain Improvements. The following duties are ones that Alex has significant experience performing:

- ✓ Preparing project files, quantity books, and Inspector's Daily Reports.
- ✓ Continually updating the construction schedule and ensuring the Contractor stays on task.
- ✓ Providing continual on-site representation enabling the accurate documenting and recording of all quantities of materials used on the construction project in accordance with the specifications and standard practice of the Village.
- ✓ Verifying the Contractor is meeting all permit conditions and PROWAG/ADA regulations.
- ✓ Holding Weekly Site Meetings.
- ✓ Submitting Weekly Reports outlining work completed to date.
- ✓ Reviewing and coordinating all Requests for Information from the Contractor in a timely manner.
- ✓ Assisting the Village in applications for payment, including the review of waivers and Certified Payrolls.
- ✓ Creation of Record Drawings.
- ✓ Managing the close-out of the project in a timely and efficient manner.

A benefit of Hancock Engineering is our unique ability to allow many of our engineers to serve as Design Engineers during the winter months and Construction Engineers during construction season. Alex has benefitted greatly from this practice, continuing to become one of our stronger utility designers as well. The experience gained designing projects of over \$21 Million the past five years, has allowed Alex a unique vantage point when completing his field obligations. He quickly thinks on his feet and is able to eliminate problems before they force the Contractor to experience "down-time."

Alex continues to further his education by taking courses and seminars that create a very diversified knowledge base. In addition to obtaining his Professional Engineering License, Alex has become a Certified Floodplain Manager (CFM), and Designated Erosion Control Inspector (DECI).

Recently, Alex has completed courses certifying him to perform thorough inspections of in-service bridges for our clients.

Alex has performed the Design Engineering services for over 35 projects varying in size, including the following recent projects:

- Oak Avenue Watermain Relocation, Village of LaGrange Park
- LaGrange Road Watermain Replacement, Village of LaGrange Park
- Lawrence Avenue Water Main (East), Village of Norridge
- Lawrence Avenue Water Main (West), Village of Norridge
- Watermain Improvements- Pipe Bursting, Village of Forest View
- Green Alley Improvements, Village of Brookfield

PROJECT TEAM

- 2014 Street Improvement Project, Village of Norridge
- 2013 Street Improvement Project, Village of Norridge
- 2012 Street Improvement Project, Village of Norridge
- 2011 Street Improvement Project, Village of Norridge

Alex Alejandro has been committed to this project and will not be withdrawn, however, per the Request for Proposal we are offering Bill Peterhansen, P.E. as an alternate if Alex is physically unable to perform these duties. No difference in fee would result.

Chris Baker, P.E. will be assigned as the Public Liaison for this project. Chris has twelve years of experience providing public outreach on Projects ranging from \$100,000 to the nearly \$10 Million Village-Wide Alley Improvements project for the Village of Melrose Park. Chris **excels with Resident and Business interaction**. While acting as Public Liaison on a recent Federally Funded streetscape Improvement project within the Village of River Grove, Chris created personal relationships with each of the nearly 50 businesses flanking the project. He believes a proactive approach to notification is a key element of construction engineering.

Chris is one of the company's experts when it comes to dealing with municipal construction improvements. He has abundant experience managing, designing, and building utility improvement projects. Chris is certified in IDOT documentation and is very familiar with the ICORS program.

Chris understands the need to work closely with the residents, schools, and businesses along the project site, and that for a construction experience to be a satisfying achievement, it is important to satiate the public's desire to be kept continually informed. We pride ourselves on our service and firmly believe that our responsiveness is unmatched in the industry. He will provide, at a minimum, weekly construction status updates as to project progress, developing issues, and pertinent communications. Through use of websites, as shown in the above screen shot from Elm Street Improvements Project (elmstreetimprovements.com), and social media, we have the ability to keep parties continually informed from the project planning stages, to the final construction acceptance.

We pride ourselves on our responsiveness and commitment to our clients.





VILLAGE OF DOWNERS GROVE
 WATER MAIN CONSTRUCTION ENGINEERING
 WA-028-15 - COST PROPOSAL

PROJECT SCHEDULE

Project Timeline

Hancock Engineering understands the necessity for this project to be completed in an expeditious manner. We understand the Village expects construction of this project to begin in March of this year. We have analyzed the necessary design steps and associated timetables and evaluated our current capacity of resources. **We will be able to meet your proposed timeline.**

Engineering Task	Project Completion Date
Receive Award of Contract	March 15, 2015 (Assumed)
Kick-Off Meeting with Village	March 23, 2015
Pre-Construction Meeting with Contractors	March 24, 2015
Verify Contractor's Initial Layout	March 27, 2015
Begin Full-Time Construction Observation	March 30, 2015
Submit First Progression Report (submitted weekly)	April 3, 2015
Hold 1 st Development Meeting (Biweekly)	April 10, 2015
Contractor to substantially complete project	September 15, 2015
Complete Preliminary Project Punch-list	September 22, 2015
Conduct Final Job Walk-Thru with Village	September 29, 2015
Submit Preliminary Project Documents to Village	October 8, 2015
Submit Final Project Documentation to Village	October 15, 2015

Hancock Engineering has a strong history of providing exceptional construction engineering services in a prompt and timely manner. Hancock Engineering has the staff available to work on this construction project to meet this proposed schedule.

Hancock Engineering feels that we are very qualified for this project. If awarded this project, it would receive immediate and persistent attention by our top engineers. We are committed to furthering our relationship with the Village of Downers Grove through providing exceptional service at reasonable rates.



VILLAGE OF DOWNERS GROVE
 WATER MAIN CONSTRUCTION ENGINEERING
 WA-028-15 - COST PROPOSAL

PROPOSED COST

Hourly Rate Breakdown

Hancock Engineering has submitted a Proposal for the completion of Construction Engineering services for the Water Main Construction Engineering Services for projects within the Village of Downers Grove, Illinois.

	<u>Treichel (E-VI)</u>	<u>Baker (E-V)</u>	<u>Alejandro (E-IV)</u>
Projected Hours per Employee			
Pre-Construction	8	8	20
During Construction	24	48	1104
Post-Construction	8	4	100
	<u>Total Projected Hours: 1,324</u>		

Proposed Fees

Hancock Engineering submits the following Hourly, Not to Exceed amounts:

➤ **Total Fee for Complete Services:** **\$112,992.00**

This fee will cover services outlined in this document and the Letter from Mr. Nate Hawk, dated January 30th, 2015 for the **Water Main Improvements** in Downers Grove.

The above cost assumes the use of Alex Alejandro, P.E. as Resident Engineer, in the unlikely case that Bill Peterhansen is utilized the cost will remain the same.

Hancock Engineering acknowledges that “no cost overruns or additional charges” will be made unless previously authorized by the Village of Downers Grove. Furthermore, Hancock Engineering does not anticipate billing for any additional work within the scope of this project, but if the necessity arises, we acknowledge that prior approval must be granted from the Village.

It is important to note that Hancock Engineering does not bill for overtime services.

Hancock Engineering uses an Hourly, Not-To Exceed basis for billing. If we are able to complete the work in less time than projected, the Village will be charged per the actual time spent working on this particular project.



VILLAGE OF DOWNERS GROVE
 WATER MAIN CONSTRUCTION ENGINEERING
 WA-028-15 - COST PROPOSAL

PROPOSED COST

Hourly Rates

PERSONNEL CLASSIFICATION	TOTAL BILLING RATE
ENGINEER –VI	\$122.00
ENGINEER -V	\$117.00
ENGINEER -IV	\$107.00
ENGINEER -III	\$102.00
ENGINEER -II	\$ 82.00
ENGINEER -I	\$ 72.00
CADD MANAGER	\$102.00
CADD TECHNICIAN -II	\$ 92.00
CADD TECHNICIAN -I	\$ 87.00
ENGINEERING TECHNICIAN – V	\$ 102.00
ENGINEERING TECHNICIAN – IV	\$ 92.00
ENGINEERING TECHNICIAN – III	\$ 77.00
ENGINEERING TECHNICIAN – II	\$ 62.00
ENGINEERING TECHNICIAN – I	\$ 37.00
ADMINISTRATIVE ASSISTANT	\$ 62.00

*All hourly rates include costs for out-of-pocket expenses including mileage, tolls, photocopying, etc. and no additional compensation will be sought for these items. **Hancock Engineering has no hidden fees.***

If the Village seeks actual employee rates, we can provide these numbers at your request.

Village of Downers Grove

VI. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Hancock Engineering

Company Name

9933 Roosevelt Road

Street Address of Company

Westchester, IL 60154

City, State, Zip

708-865-0300

Business Phone

708-865-1212

Fax



ATTEST: If a Corporation

Edwin A. ...
Signature of Corporation Secretary

Date: 2/11/15

dstreichel@ehancock.com
Email Address

Derek Treichel, P.E. President
Contact Name (Print)

708-259-1702
24-Hour Telephone

Derek Treichel
Signature of Officer, Partner or Sole Proprietor

Derek Treichel, P.E. President
Print Name & Title

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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

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: Hancock Engineering
 ADDRESS: 9933 Roosevelt Road
 CITY: Westchester
 STATE: Illinois
 ZIP: 60154
 PHONE: 708-865-0300 FAX: 708-865-1212
 TAX ID #(TIN): 36-1185970

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

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

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: *Derek Trushel* DATE: 2/11/15

Village of Downers Grove

PROPOSER'S CERTIFICATION

With regard to WA-028-15, proposer Hancock Engineering 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: *Dmitri Smeich*
Proposer's Authorized Agent

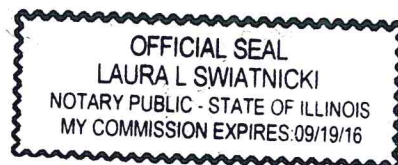
3	6	-	1	1	8	5	9	7	0
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 11 day of February, 2015.

Laura L Swiatnicki
Notary Public)



Village of Downers Grove

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Delaware, which operates under the Legal name of Edwin Hancock Engineering Co, and the full names of its Officers are as follows:

President: Derek Treichel

Secretary: Edwin Stoelinga

Treasurer: Judith Gofron

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

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

(c) **Sole Proprietor**

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

Village of Downers Grove

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

Insurer's Name **RLI Insurance**

Agent **USI Midwest**

Street Address **234 Spring Lake Avenue**

City, State, Zip Code **Itasca, IL 60143**

Telephone Number **630-625-5220**

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

Print Name of Company: **Edwin Hancock Engineering Co.**

Print Name and Title of Authorizing Signature: **Derek Treichel, P.E.**

Signature: 

Date: **February 11, 2015**

Village of Downers Grove

Suspension or Debarment Certificate
--

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

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

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

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


Company Name: **Hancock Engineering**

Address: **9933 Roosevelt Road**

City: **Westchester** Zip Code: **60154**

Telephone: (**708**) **865 - 0300** Fax Number: (**708**) **865 - 1212**

E-mail Address: **dstreichel@ehancock.com**

Authorized Company Signature: 

Print Signature Name: **Derek Treichel** Title of Official: **President**

Date: **February 11, 2015**

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.


Signature

Derek Treichel, President
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

**AMENDMENT TO THE CONTRACT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
HANCOCK ENGINEERING**

The Village of Downers Grove, Illinois and Hancock Engineering ("Consultant") entered into a contract for construction engineering services for water main improvements on or about March 5, 2015. Pursuant to the terms stated therein, the parties desire to amend that contract under the following terms:

1. The contract shall be extended through November 30, 2016.
2. The fees for services shall increase by \$53,001.50, for a total not-to-exceed new price of \$165,993.50.
3. Additional water main improvement locations requiring construction engineering services to be added to the scope of the original contract include the following:
 - A. Grant St from Linscott Ave to Prince St
 - B. Indianapolis Ave from Douglas Rd to Fairview Ave
 - C. Lincoln Ave from Douglas Rd to Fairview Ave
 - D. Dunham Rd from Norfolk St to 63rd St
 - E. Jay Drive from Webster St to Lyman Ave
 - F. Webster St from Valley View Drive to McCollum Park
 - G. Lyman Ave from Valley View Dr to McCollum Park
 - H. Florence Ave from 77th St to Frontage Road
4. All other terms from the March 5, 2015 contract remain in full force and effect.

VILLAGE OF DOWNERS GROVE

HANCOCK ENGINEERING

Attest:

April Holden, Village Clerk

Date: _____

Derek Ineich

Title: PRESIDENT

Date: 03-10-2016